



**TEHAMA COUNTY TRANSPORTATION COMMISSION / TEHAMA COUNTY
TRANSIT AGENCY BOARD**

REQUEST FOR QUALIFICATIONS

Professional Architectural, Engineering, and Project Management Services
for the
Red Bluff and Cottonwood Bus Shelter Installation Project

STATEMENTS OF QUALIFICATIONS ARE TO BE SUBMITTED TO:

Jessica Riske-Gomez, Deputy Director
Tehama County Transportation Commission /
Tehama County Transit Agency Board
1509 Schwab Street
Red Bluff, CA 96080

SUBMISSION DUE DATE:

No later than 4:00 PM (PST)
December 2, 2026

QUESTIONS MAY BE DIRECTED TO:

Ashley Fox, Senior Transportation Planner
(530) 602-8282
afox@tehamartpa.org

I. INTRODUCTION

The Tehama County Transportation Commission / Tehama County Transit Agency Board is soliciting Statements of Qualifications from qualified architectural, engineering, and project management firms to provide professional services for the **Red Bluff and Cottonwood Bus Shelter Installation Project**.

The Agency intends to select one firm to provide design, engineering, bid document preparation, procurement support, construction administration, and project closeout services for the project. The selected firm will assist the Agency in moving from preliminary shelter locations and vendor information to a complete public works bid package suitable for advertisement, award, construction, inspection, and closeout.

The project is anticipated to include the installation of **eight (8) transit shelters** and related passenger amenities at fixed-route transit stops in Red Bluff and Cottonwood, including:

Anticipated Shelter Locations	Shelter Location Numbers
Proposed Red Bluff shelter locations	5
Red Bluff PATH facility	1
Cottonwood Land & Home northbound stop	1
Cottonwood Land & Home southbound stop	1
Total Anticipated Shelters	8

This procurement is intended to be conducted as a qualifications-based selection for professional architectural, engineering, and construction project management services. Cost shall not be used as an initial evaluation factor.

The project is anticipated to be funded in whole or in part with State transit funds made available through the SB 125 Formula-Based Transit and Intercity Rail Capital Program and/or Zero Emission Transit Capital Program, as applicable. Agencies using SB 125 formula funding are responsible for use of funds in accordance with the guidelines, applicable statutes, and relevant federal and state laws, regulations, policies, and procedures.

II. FUNDING AND PROGRAM COMPLIANCE

This project is anticipated to be funded through a combination of State program funds and local match. State funding sources may include the **Affordable Housing and Sustainable Communities Program (AHSC)** and **SB 125 Formula-Based Transit and Intercity Rail Capital Program / Zero Emission Transit Capital Program (TIRCP/ZETCP)** funds, as applicable.

The Agency may use local funds or local match to initiate early project delivery activities, including project management, site verification, design, bid package development, and related professional services, subject to applicable funding eligibility, reimbursement, and reporting requirements.

The selected consultant shall assist the Agency in delivering a transit passenger amenity project intended to improve transit access, passenger comfort, safety, ridership, first-/last-mile connectivity, multimodal connectivity, and greenhouse gas reduction benefits consistent with applicable AHSC, SB 125, TIRCP, and ZETCP program requirements.

The consultant shall support the Agency with project documentation necessary for delivery, reimbursement, reporting, audit support, and closeout. This may include documentation of project scope, schedule, cost, deliverables, construction completion, project benefits, funding source eligibility, local match, and any applicable AHSC, SB 125, TIRCP, or ZETCP reporting requirements.

The consultant shall assist the Agency in preparing documentation sufficient to demonstrate that the project supports eligible transit passenger amenities and related site improvements. Eligible improvements may include, but are not limited to, transit shelters, benches, passenger information displays, lighting, concrete pads, accessible boarding and waiting areas, sidewalk or path connections, signage, and other related improvements necessary to complete the project.

The consultant shall be responsible for incorporating applicable funding requirements into the project documents, bid package, construction administration process, and closeout documentation, as directed by the Agency.

This procurement is not intended to be a federal-aid Caltrans LAPM Chapter 10 procurement unless required by a separate funding agreement, grant condition, or Agency direction.

III. SCOPE OF WORK

The selected consultant shall provide professional architectural, engineering, and project management services necessary to prepare and support delivery of the **Red Bluff and Cottonwood Bus Shelter Installation Project**.

Services may include, but are not limited to, the following:

1. Project kickoff, document review, and coordination with Agency staff.
2. Site verification and existing conditions review for all proposed shelter locations.
3. Review of right-of-way, property ownership, easements, access rights, and utility conflicts.
4. ADA/accessibility review, including passenger boarding areas, waiting areas, accessible routes, sidewalk/path connections, curb ramps, and related public right-of-way accessibility requirements.
5. Shelter layout and site design for each location.
6. Concrete pad, foundation, anchoring, and shelter installation details.
7. Drainage, grading, site restoration, traffic control, and temporary pedestrian/transit access requirements.
8. Preliminary and final engineer's estimates.
9. Preparation of plans, specifications, and estimates suitable for public works type bidding.
10. Preparation of a complete public works style bid book using County/local agency templates and applicable program requirements.
11. Permitting and agency coordination.
12. Coordination with the City of Red Bluff, County of Tehama, County Public Works, Caltrans if applicable, utility providers, property owners, transit operations, and other agencies with jurisdiction.
13. Bid advertisement support, pre-bid meeting/site walk support, written responses to bidder questions, addenda, substitution or "or equal" review, and bid tabulation.
14. Review of apparent low bidder responsiveness, including contractor license, DIR registration, bid bond, subcontractor listing, addenda acknowledgement, and other required bid documents.
15. Construction administration and project management support.
16. Submittal and shop drawing review.
17. Responses to requests for information.
18. Change order and pay application review.
19. Field observation at key construction milestones.

20. Punch list, final inspection, warranty documentation, as-builts/record drawings, and project closeout support.
21. AHSC and SB 125/TIRCP/ZETCP project documentation, reporting support, audit support, reimbursement support, local match tracking, funding eligibility documentation, and closeout documentation, as applicable.

The consultant shall assist the Agency in developing a complete public works bid package for the construction phase of the project. Any reference to specific shelter products shall be prepared in a manner consistent with applicable public contracting requirements, including “or equal” language where required.

The consultant shall also identify any site-specific constraints that may affect project delivery, including locations that may require additional approvals, easements, utility coordination, design modifications, or construction bid alternates.

IV. TENTATIVE SCHEDULE

The tentative selection schedule is as follows:

Milestone	Date
Advertise RFQ	October 6, 2026
Questions Due	November 4, 2026
Addendum/Responses Issued	November 18, 2026
Statements of Qualifications Due	December 2, 2026
Evaluation of SOQs	December 16, 2026
Interviews, if necessary	January 5-8, 2027
Award Agreement	January 12, 2027
Notice to Proceed at TCTC Meeting	January 26, 2027

The Agency reserves the right to modify this schedule.

V. STATEMENT OF QUALIFICATIONS FORMAT / REQUIREMENTS

The SOQ shall include, at a minimum, the following information presented in a clear and concise format. Information provided should demonstrate the proposer's competence and qualifications for satisfactory performance of the services outlined in this RFQ.

The Agency appreciates quality over quantity.

1. Document Format

The SOQ, excluding attachments, transmittal letter, resumes, and required forms, shall not exceed **20 single-sided 8.5" x 11" pages**, single-spaced, using 11-point font and one-inch margins. Graphics may be smaller but must be legible.

2. Cover Letter

Include a cover letter describing the firm's interest and commitment to providing services. The cover letter shall not exceed two pages and shall include the firm's name, address, phone number, email address, and primary point of contact.

The person authorized by the firm to negotiate a contract with the Agency must sign the cover letter.

3. Consultant's Understanding, Qualifications, and Experience

Executive Summary

Provide a summary of the proposer's SOQ, including:

1. Firm name and address
2. Year established
3. Point of contact
4. Key staff and titles
5. Qualifications
6. General experience
7. Understanding of the scope of this solicitation

Staffing and Work Plan

Identify key staff and their qualifications and experience proposed for this work. Include:

1. Identification of the project team
2. Roles of each team member
3. Approach to working effectively with Agency and County staff
4. Adequacy and availability of staff to perform the work within the time allowed
5. Knowledge of local agency public works procedures

6. Knowledge of transit, accessibility, and small capital project delivery

Project Experience

Describe at least three similar projects for which the firm provided services similar to the scope of work described in this RFQ. Relevant projects may include transit shelters, bus stop improvements, passenger amenities, ADA improvements, sidewalks, small public works capital projects, multi-site projects, public facility improvements, or projects involving public bidding and construction administration.

For each project, include:

1. Contracting agency
2. Date of contract
3. Date of completion
4. Summary of project
5. Scope, budget, and timeline
6. Key personnel
7. Deliverables
8. Construction/bidding support provided, if applicable

References

Provide a minimum of three previous or current client references.

4. Resumes

Provide resumes with qualifications and experience of the proposed team members who will be available for the requested services. Resumes are not counted against the SOQ page limit.

5. Organizational Chart

Provide an organizational chart showing anticipated staffing for the work. Identify all positions available for the work described and their responsibilities. The organizational chart is not counted against the SOQ page limit.

6. Funding, Public Works, and Compliance Experience

Describe the firm's experience with:

1. State-funded transportation projects
2. AHSC, SB 125/TIRCP/ZETCP or similar grant-funded projects, if applicable
3. Public works bid documents
4. Prevailing wage and DIR registration requirements
5. Bonding and insurance requirements

6. Subcontractor listing requirements
7. Change orders, pay applications, RFIs, and closeout
8. Audit, reporting, and project documentation

7. Cost Proposal

Do **not** include cost information in the SOQ.

The Agency may request cost information from the highest-ranked firm after the qualifications evaluation and ranking process. Cost information shall not be used to determine the initial ranking of firms.

If the Agency elects to request a cost proposal at the time of SOQ submittal, it shall be submitted in a separate sealed envelope or separate electronic file and shall remain unopened until firms have been ranked based on qualifications.

VI. METHOD AND CRITERIA FOR SELECTION

All SOQs will be reviewed by a selection committee using a ratings matrix to select the most qualified consultant. The primary criteria for selection are as follows:

Evaluation Criteria	Points
Executive Summary	10
Staffing and Work Plan	30
Project Experience	40
References	20
Total Possible Points	100

Executive Summary — 10 Points

- General completeness
- Single point of contact identified
- Qualifications are appropriate
- Experience is relevant
- Understanding of scope is demonstrated

Staffing and Work Plan — 30 Points

- Roles are well defined
- Demonstrated ability to work effectively with local agency staff
- Adequacy and availability of staff
- Knowledge of local agency project delivery
- Knowledge of public works bidding, construction support, and closeout
- Understanding of transit shelter, ADA, right-of-way, permitting, and utility coordination issues

Project Experience — 40 Points

- Similar transit, bus shelter, ADA, sidewalk, passenger amenity, or small capital project experience demonstrated
- Public works bid document experience demonstrated
- Projects completed on time and within budget
- Key personnel involved in similar projects
- Experience with state-funded or grant-funded transportation projects
- Experience with construction administration and closeout

References — 20 Points

- References listed are relevant
- References represent project experience listed
- Past performance demonstrates ability to deliver comparable work

It is the Agency's intent to select the firm with the best qualifications and most favorable overall to the Agency's interests. Firms may be selected by the evaluation panel for an interview if necessary. Scope, agreement, and fee will be negotiated with the firm ranked first. If an agreement cannot be reached, negotiations will be terminated and the next highest ranked firm may be asked to negotiate an agreement.

VII. AGENCY'S RIGHTS, OPTIONS, AND POLICIES

The Agency reserves the right to:

1. Decide that one SOQ is more favorable than all others.
2. Declare a SOQ non-responsive if it fails to clearly or completely respond to the requirements of this RFQ.
3. Reject all late submissions.
4. Waive irregularities or informalities in submitted SOQs.
5. Modify, postpone, or cancel this RFQ at any time.
6. Reject any and all submissions without indicating any reason.
7. Reject individual team members, firms, consultants, or request substitutions.
8. Request changes to staffing or scope of services.
9. Enter into negotiations with the top-ranked firm.
10. Terminate negotiations and proceed to the next highest-ranked firm if negotiations are unsuccessful.
11. Decline to compensate any firm for work related to this selection process.
12. Retain all original documents and electronic files submitted in response to this RFQ.

Those submitting an SOQ warrant and covenant that no official or employee of the Agency or County, nor any business entity in which an official has an interest, has been employed or retained to solicit or aid in procuring the contract for this project.

Consultants shall not discriminate on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, gender identity, or other protected status in the performance of Agency contracts.

VIII. PROTEST PROCEDURE

The protest procedure is intended to handle and resolve disputes related to the recommendation for award under this RFQ in accordance with Agency and County procedures.

Upon completion of the SOQ evaluation, the Agency may notify proposers of the recommendation for award, the basis therefore, and the date and time on which the recommendation for award will be considered and acted upon by the governing body, if applicable.

A proposer wishing to protest the recommendation for award must submit a written protest to the Agency within **five (5) working days** from the date of the notice of recommendation for award. The protest must state in detail the basis and reasons for the protest and must include facts, evidence, and any law, rule, regulation, or evaluation criteria on which the protest is based.

The Agency will review the protest and may modify its recommendation or proceed with the recommendation for award. The decision of the governing body, if applicable, shall be final.

IX. CONSULTANT AUDIT AND REVIEW PROCESS

All proposed consultant contracts and supporting documents may be subject to audit or review by the Agency, County, CalSTA, Caltrans, other state audit organizations, or other funding agencies, as applicable.

Local agencies, consultants, and subconsultants are responsible for complying with applicable state, local, and specific contract requirements. The Agency is responsible for determining the eligibility of costs to be reimbursed to consultants.

The selected consultant shall maintain project records, cost records, deliverables, correspondence, invoices, and supporting documentation necessary to support project delivery, reimbursement, reporting, audit, and closeout requirements.

This procurement is not intended to be a federal-aid Caltrans LAPM Chapter 10 procurement unless required by a separate funding agreement, grant condition, or Agency direction.

X. CONTRACT AWARD

The contract will not be awarded to a consultant without an adequate financial management and accounting system, as determined by the Agency.

The following documents may be required upon contract award:

1. Final scope of services
2. Final negotiated cost proposal
3. Project schedule
4. Insurance certificates and endorsements
5. Conflict of interest disclosure
6. Professional license information
7. DIR registration, if public works elements or prevailing wage-covered work apply
8. AHSC, SB 125/TIRCP/ZETCP documentation requirements, if applicable
9. Any additional forms required by the Agency, County, or funding agreement

XI. ATTACHMENTS

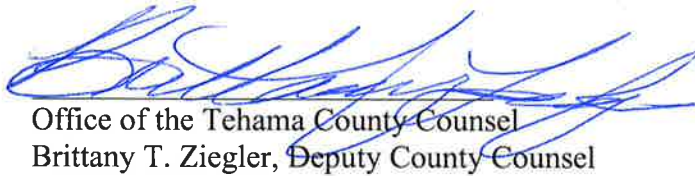
1. Preliminary Shelter Location Information
2. Preliminary Vendor Quote / Shelter Information, for reference only
3. Sample Consulting Services Agreement
4. Sample County Public Works Bid Documents
5. Insurance Requirements
6. Conflict of Interest Certification

E-Contract Review
Approval as to Form

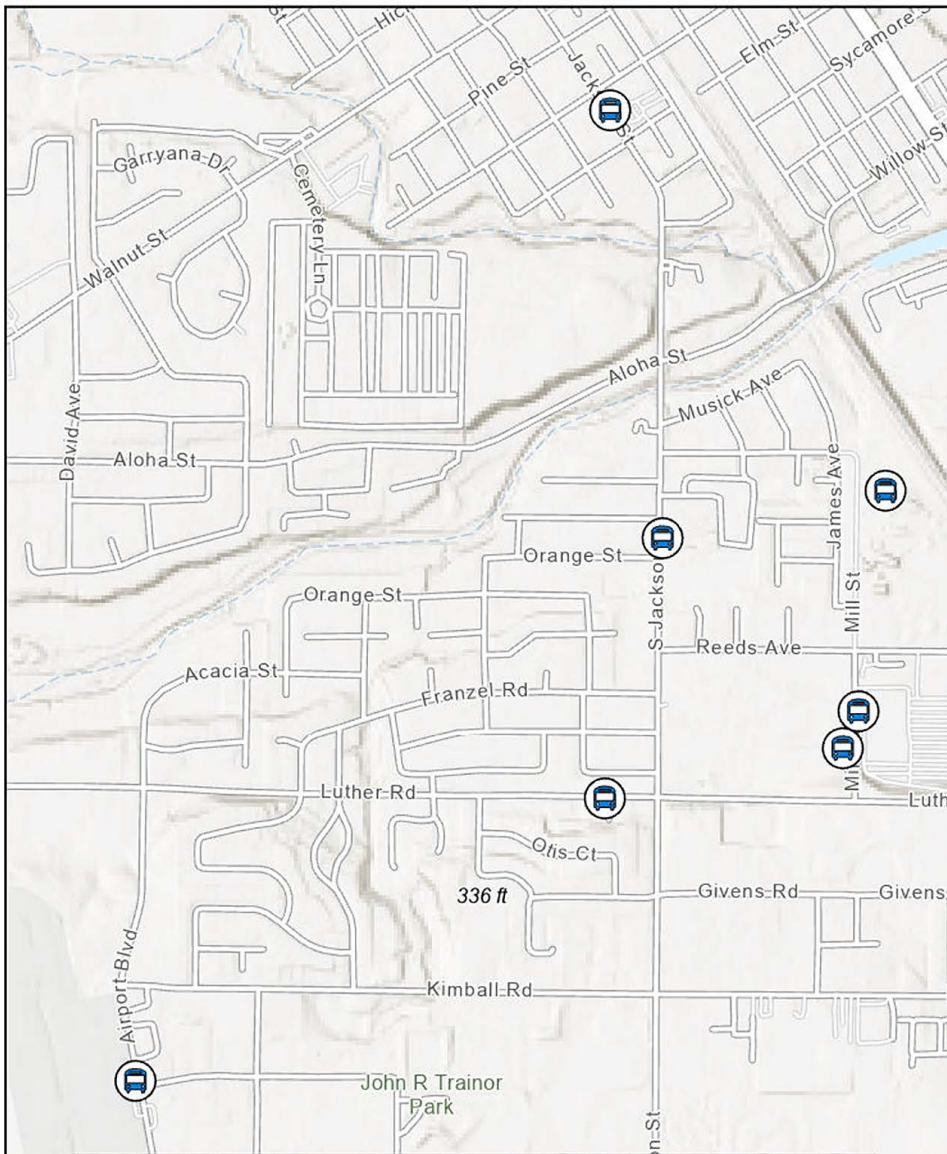
Department Name: Tehama County Transportation Commission

Item Description: Request for Qualification Review and Sample Agreement for Red Bluff and
Cottonwood Bus Shelter Installation Project

APPROVED AS TO FORM:

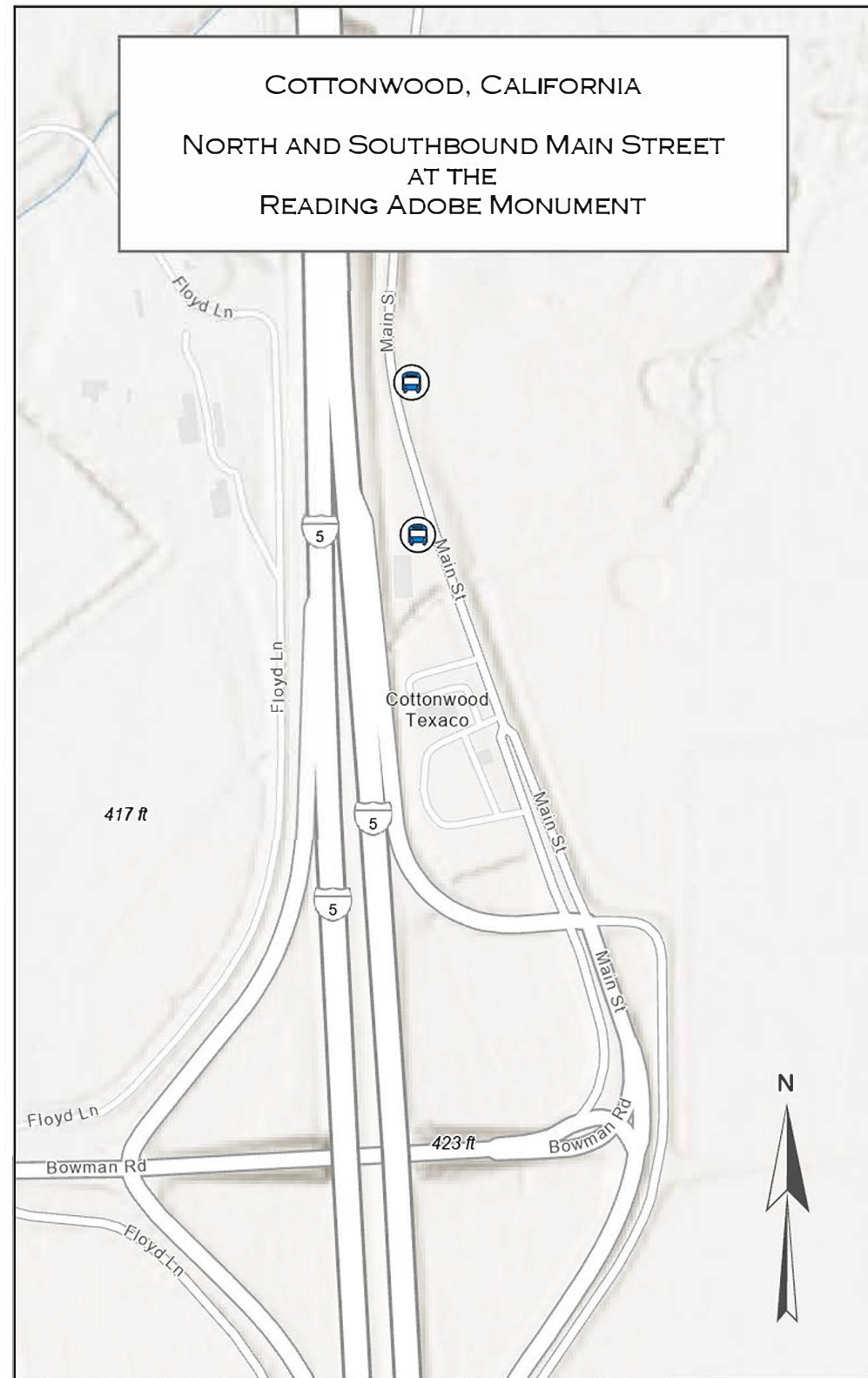

Office of the Tehama County Counsel
Brittany T. Ziegler, Deputy County Counsel

Date: 08/19/2026



RED BLUFF, CALIFORNIA

JACKSON STREET AT THE PALM VILA PROJECT
MILL STREET AT WALMART
LUTHER ROAD AT LASSEN VIEW
JACKSON STREET AT TEHAMA CUNTY
ADMINISTRATION
RED BLUFF MUNICIPAL AIRPORT
POOR AND THE HOMELESS



COTTONWOOD, CALIFORNIA

NORTH AND SOUTHBOUND MAIN STREET
AT THE
READING ADOBE MONUMENT



Quote No:	22592PM
Date:	
Quote Expires:	30 Days
Sales Contact:	Patrick Merrick
Phone:	951-547-8209
Email:	pmerrick@tolarmfg.com

Customer:	Project:
Sharon Young General Manager Paratransit Services 1820 Bidwell St Red Bl	TRAX Shelters- Red Bluff CA

Lead Time:	18 Weeks From receipt of signed written order, and all required approvals.
Terms:	Net 30 Days From Invoice Terms subject to change. Final terms to be determined based on credit history & bonding.

Item:	Qty:	Description:	Unit Price:	Ext. Price:
1	5	TOLAR MODEL 9241-01: 13NALPPM 13' NON-AD LOW PEAK SIERRA W/ PERF AT REAR AND HALF END WALLS, W/ A MAP CASE INTEGRATED IN THE DOWN STREAM END WALL, 1/8" X 16" X 44" INFORMATION PLAQUE MOUNTED ON RIGHT REAR PERF SCREEN, DURABLE BAKED POWDER COAT FINISH COLOR RAL 6009 FIR GREEN, ZINC ANCHORS	\$ 8,495.00	\$ 42,475.00
2	5	TOLAR MODEL 12096-111: 5PERFBNCH2VB 5' PERF BENCH, NO BACK, W/ 2 BARS, DURABLE BAKED POWDER COT FINISH COLOR RAL 6009 FIR GREEN, USE 1/2" X 3-3/4" ZINC SUP-R STUDS	\$ 625.00	\$ 3,125.00
3	1	TOLAR USC RMS 80F 3390010 15202-XXX SOLAR POWERED LED ILLUMINATION UNDER THE SHELTER ROOF WITH A MINIMUM 5 DAYS AUTONOMY, MOUNTING KIT RAL 6009 FIR GREEN	\$ 1,975.00	\$ 1,975.00

QUOTE APPROVED FOR PURCHASE:	
Signature:	
Print Name:	
Date:	
PO No:	

Sub-Total:	\$ 47,575.00
ESTIMATED Freight:	\$ 3,500.00
FIRM Freight:	\$ -
TOLAR Delivery:	\$ -
CA State Sales Tax	7.50% \$ 3,568.13
Total:	\$ 54,643.13

Pricing Notes:

1. Local/State sales and/or use taxes are not included and are the responsibility of the purchaser, unless specified above.
2. If requested, structural engineering calculations from a licensed engineer in the state of installation are additional cost of \$1,200.00 per design/model.
3. Products are shipped knock down & unassembled in bulk packaging for unloading and installation by others. Hardware boxed by unit. Installation instructions are provided.
4. Freight cost is an ESTIMATE ONLY. Freight is invoiced at actual cost, without mark up, at time of shipment, unless specified above.
5. Client provides unloading at destination, including forklift and labor as necessary.
6. Processing fee of 3% of total charge amount is additional and charged on all credit card payments.

Standard Terms and Conditions

These Terms and Conditions are attached to and incorporated by reference into the Proposal for products or services ("Proposal") provided by Tolar Manufacturing Company, Inc. ("we", "our" or "us").

1. Drawings and Specifications: All drawings and specifications submitted to our clients or potential clients are proprietary in nature and remain our property. They may be viewed, printed and distributed, without alteration, as reference for sales or for the process of specifying products for use. Detailed shop and erection drawings are provided to allow for field installation or repair. Sealed and stamped engineering calculations and drawings from an engineer licensed in the state of installation, if required, can be made available for an additional charge. Customers that provide their own drawing packages will retain ownership and be covered under a separate agreement.
2. Vendor Status: Tolar Manufacturing Company, Inc. is a vendor supplier of manufactured products; is not a subcontractor or contractor; and is not subject to retainage or liquidated damages for any reason.
3. Payment Terms: Payment terms for services rendered or products manufactured by us shall be determined by us based on our determination of the credit worthiness of buyer and may require a deposit at time of order. Products are invoiced as shipped.



Quote No:	22592PM
Date:	
Quote Expires:	30 Days
Sales Contact:	Patrick Merrick
Phone:	951-547-8209
Email:	pmerrick@tolarmfg.com

Customer:	Project:
Sharon Young General Manager Paratransit Services 1820 Bidwell St Red Bl	TRAX Shelters- Red Bluff CA

Lead Time:	18 Weeks From receipt of signed written order, and all required approvals.
Terms:	Net 30 Days From Invoice Terms subject to change. Final terms to be determined based on credit history & bonding.

Item:	Qty:	Description:	Unit Price:	Ext. Price:
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4. Late Payment Penalty: Buyer agrees to pay a charge equal to the lesser of (i) the highest rate allowable by law or (ii) 1.5% per month (18% per annum) on the unpaid balance with respect to any late payments. In addition, buyer will pay all our costs and expenses, including actual attorney's fees, incurred in connection with enforcing the Proposal and/or collecting any past due payments. In the event buyer fails to make any payment when due, we have the right of setoff, the right to terminate the Proposal and/or to suspend further deliveries to buyer and the right to recover damages in addition to any other remedies available to us as a matter of law. Buyer has no right to setoff.

5. Cancellation: If an order is cancelled by buyer after receipt of order authorization, and cancellation fee of 10% of order value may be assessed to the buyer, in addition to an the cost of materials purchased for the order, which may be invoiced to the buyer at time of cancellation.

6. Delivery, Title and Receipt: Unless otherwise provided in the proposal, all shelters are prefabricated and shipped knock-down and in bulk format (not packaged individually) for ease of handling and fast on-site installation. Neither buyer nor consignee shall have the right to direct or re-consign the goods to any other destination without our consent. All sales of products are F.O.B. our plant. Risk of loss of the products shall transfer to buyer upon delivery of the products to the common carrier.

7. Delivery Charges: Unless otherwise provided in the Proposal, buyer shall bear all the costs of transportation, including without limitation loading, unloading, storage, and freight charge. All delivery quotes allow for an approximate 2-hour unload window for a full truck. If this window is exceeded, additional charges may apply. All price quotes given for delivery are based on estimates obtained at the time the quote was requested. Actual freight charges may vary.

8. Delivery Dates: Any delivery date(s) or period of delivery provided for in the Proposal is approximate and does not guarantee a particular date(s) or period of delivery. Estimated lead times are provided in the quote. Under no circumstances will we be liable for delay in delivery occasioned in whole or in part, by fire, flood, explosion, casualty, riot, strike, embargo, transportation delay, breakdown, accident, act of God or the public enemy, government authority, by our inability to secure materials, fuel, supply power or shipping space or any other circumstances beyond our reasonable control.

9. Delayed Shipment: If buyer delays shipment, we may invoice for products when ready for shipment and, at our option, we may charge reasonable daily storage fees.

10. International Freight: We require the services of freight forwarder for all international shipments. Buyer may select the freight forwarder, subject to our approval. All fees, taxes and additional charges, in addition to the actual freight costs, are the responsibility of buyer.

11. Returns: Due to the custom nature of our products, we cannot accept returns and we cannot permit cancellations once work has commenced.

12. Manufacturer's Warranty: Our manufacturer's warranty is set forth in a separate document.

13. Limitation of Liability: WE ARE NOT LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND ARISING FROM OR RELATING TO OUR OBLIGATIONS UNDER THE PROPOSAL, INCLUDING LOST PROFITS, LOSS OR USE, LOSS OF REVENUE OR COST OF CAPITAL. EXCEPT FOR PERSONAL INJURY OR DEATH DUE TO OUR MISCONDUCT, BUYER AGREES THAT THE TOTAL DAMAGES THAT CAN BE AWARDED IN ANY CLAIM BY BUYER RELATING TO OUR OBLIGATIONS UNDER THE PROPOSAL (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE TOTAL PAID BY BUYER TO US UNDER THE PROPOSAL. BUYER AGREES THAT THE ABOVE LIMITATIONS ON LIABILITY PROVISIONS SHALL REMAIN IN FULL FORCE AND EFFECT EVEN IF IT IS FOUND THAT BUYER'S EXCLUSIVE REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

14. Governing Law, Jurisdiction and Venue: The Proposal shall be governed by and construed in accordance with the laws of the State of California without reference to the choice of law principles thereof. Each party irrevocably submits to the jurisdiction of the Courts of the State of California and the United States District Court for the Central District of California.

15. Amendment: No amendments to these Terms and Conditions can be made unless submitted in writing to us and signed and accepted by our President or his designee.



**TEHAMA COUNTY TRANSPORTATION COMMISSION/
TRANSIT AGENCY BOARD**

Red Bluff, California

AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND

**Professional Architectural, Engineering, and Project Management Services
Construction Management Services**

TCTC Agreement #2026-XX

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ARTICLE I INTRODUCTION

- A. This AGREEMENT is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONSULTANT" is as follows:

Organized under the laws of the State of:

The Project Manager for the "CONSULTANT" will be:

The name of the "LOCAL AGENCY" is as follows: Tehama County Transportation Commission/ Transit Agency Board

The Contract Administrator for LOCAL AGENCY will be Jessica Riske-Gomez, Deputy Director or her designee.

- B. The work to be performed under this AGREEMENT is described in Article III, Statement of Work, and the approved CONSULTANT's Cost Proposal dated _____. The approved CONSULTANT's Cost Proposal, attached hereto as Attachment I, and the Scope of Work identified in the Request for Qualifications, attached hereto as Attachment II, are incorporated by reference. If there is any conflict between the approved Cost Proposal, Scope of Work, and this AGREEMENT, this AGREEMENT shall take precedence.
- C. To the fullest extent permitted by law, CONSULTANT agrees to indemnify, protect, defend, and hold harmless LOCAL AGENCY, its officers, officials, employees, agents, and volunteers from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including reasonable attorneys' fees and costs, arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of CONSULTANT, its agents, employees, subconsultants, or anyone for whom CONSULTANT is legally responsible in the performance of services under this AGREEMENT.

This indemnity shall not apply to liability caused by the sole negligence or willful misconduct of LOCAL AGENCY. These defense and indemnity obligations shall survive the termination or completion of this AGREEMENT and are in addition to, and not limited by, the insurance obligations in this AGREEMENT.

Notwithstanding the foregoing, to the extent that the services or work under this AGREEMENT include design professional services subject to Civil Code section 2782.8, CONSULTANT's duty to indemnify, including any duty and cost to defend, shall apply only to the maximum extent permitted by Civil Code section 2782.8.

CONSULTANT shall require, by written agreement, that all subconsultants comply with applicable indemnity and insurance requirements. CONSULTANT shall verify that:

1. Design professional subconsultants meet indemnity requirements consistent with the requirements applicable to CONSULTANT and as limited by Civil Code section 2782.8, where applicable.
 2. All other subconsultants agree, to the fullest extent permitted by law, to protect, defend, indemnify, and hold harmless LOCAL AGENCY, its officers, officials, employees, agents, and volunteers from and against claims, demands, damages, liabilities, losses, costs, and expenses arising out of or related to the negligent facts, errors, omissions, recklessness, or willful misconduct of the subconsultant, its agents, employees, or lower-tier subconsultants.
 3. All subconsultants maintain insurance applicable to their scope of work and consistent with the insurance requirements applicable to CONSULTANT under this AGREEMENT, including endorsements, where applicable, that:
 - a. Name LOCAL AGENCY, its officers, officials, employees, agents, and volunteers as additional insureds;
 - b. Provide that the subconsultant's coverage shall be primary and shall not require contribution from LOCAL AGENCY's insurance or self-insurance program; and
 - c. Waive subrogation rights in favor of LOCAL AGENCY, where applicable.
- D. CONSULTANT shall, during the entire term of this AGREEMENT, act as an independent consultant. Nothing in this AGREEMENT is intended, nor shall it be construed, to create an employer-employee relationship, joint venture, partnership, or other agency relationship between LOCAL AGENCY and CONSULTANT. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of LOCAL AGENCY.
- E. LOCAL AGENCY is not required to make deductions or withholdings from compensation payable to CONSULTANT under this AGREEMENT and is not required to issue W-2 forms for income or employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligations under this AGREEMENT, is subject to the control or direction of LOCAL AGENCY only as to the designation of tasks to be performed and the results to be accomplished.
- F. Any third-party person employed or retained by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT shall indemnify and hold harmless LOCAL AGENCY from any claim made against LOCAL AGENCY based upon any contention that an employer-employee relationship exists between LOCAL AGENCY and any person employed or retained by CONSULTANT.
- G. Except as expressly authorized herein, CONSULTANT's obligations under this AGREEMENT are not assignable or transferable, and CONSULTANT shall not subcontract any work without the prior written approval of LOCAL AGENCY.

However, claims for money due or which become due to CONSULTANT from LOCAL AGENCY under this AGREEMENT may be assigned to a financial institution or trustee in bankruptcy without such approval. Notice of any assignment or transfer, whether voluntary or involuntary, shall be furnished promptly to LOCAL AGENCY.

- H. CONSULTANT shall be fully responsible to LOCAL AGENCY for the negligent acts, errors, omissions, recklessness, or willful misconduct of its subconsultants, lower-tier subconsultants, contractors, and persons directly or indirectly employed or retained by them, in the same manner as for persons directly employed or retained by CONSULTANT.
- I. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the parties authorized to bind the parties. No oral understanding or agreement not incorporated herein shall be binding on any party.
- J. The consideration to be paid to CONSULTANT as provided herein shall be compensation for all of CONSULTANT's expenses incurred in the performance of this AGREEMENT, including travel and per diem, unless otherwise expressly provided.

ARTICLE II CONSULTANT'S REPORTS OR MEETINGS

- A. CONSULTANT shall submit progress reports on each specific project in accordance with the Task Order, Scope of Work, or other written direction issued by LOCAL AGENCY. These reports shall be submitted at least once a month unless otherwise directed by LOCAL AGENCY. The report should: 1) provide communication of interim findings; 2) sufficiently address any difficulties or special problems encountered; and 3) be sufficiently detailed for LOCAL AGENCY's Contract Administrator or Project Coordinator to determine whether CONSULTANT is performing to expectations, is on schedule, and to develop remedies to any concerns raised in the report.
- B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator or Project Coordinator, as needed, to discuss progress on the project(s).

ARTICLE III STATEMENT OF WORK

CONSULTANT Services

CONSULTANT shall provide professional architectural, engineering, project management, construction management, design, planning, technical, and/or related consulting services in accordance with the scope identified in the Request for Qualifications, Scope of Work, Task Order, or other written authorization issued by LOCAL AGENCY and incorporated into this AGREEMENT.

A. Right of Way

Right-of-way services, if any, shall be performed only to the extent identified in the applicable Scope of Work, Task Order, amendment, or written authorization issued by LOCAL AGENCY..

B. Surveys

Survey services, if any, shall be performed only to the extent identified in the applicable Scope of Work, Task Order, amendment, or written authorization issued by LOCAL AGENCY..

C. Subsurface Investigations

Subsurface investigations, geotechnical services, material sampling, testing, or related technical services, if any, shall be performed only to the extent identified in the applicable Scope of Work, Task Order, amendment, or written authorization issued by LOCAL AGENCY.

D. Local Agency Obligations

LOCAL AGENCY will provide project oversight and consultation as required. LOCAL AGENCY will designate a Contract Administrator, Project Coordinator, or other responsible representative to coordinate with CONSULTANT.

LOCAL AGENCY will make available to CONSULTANT relevant data, records, reports, plans, project files, funding information, and other information in LOCAL AGENCY's possession that LOCAL AGENCY determines is necessary for CONSULTANT's performance of the services. Any additional assistance or services to be furnished by LOCAL AGENCY shall be stated in the applicable Scope of Work, Task Order, amendment, or written authorization.

E. Conferences, Site Visits, Inspection of Work

This AGREEMENT provides for conferences, meetings, site visits, field reviews, and inspection or observation of work as needed and as authorized by LOCAL AGENCY. If State, federal, funding agency, or other oversight agency participation is required, CONSULTANT shall cooperate with such reviews, inspections, meetings, or site visits as applicable.

Costs incurred by CONSULTANT for meetings, site visits, and inspections shall be included in the approved Cost Proposal, Task Order, or amendment unless otherwise approved in writing by LOCAL AGENCY.

F. Checking Shop Drawings

Review of shop drawings, submittals, product data, samples, substitutions, or "or equal" requests, if any, shall be performed only to the extent identified in the applicable Scope of Work, Task Order, amendment, or written authorization issued by LOCAL AGENCY.

G. Consultant Services During Construction

CONSULTANT's services during construction, if any, may include construction administration, construction management, field observation, inspection, material

testing coordination, submittal review, RFI response, change order review, payment application review, punch list support, closeout support, or other related services, as specified in the applicable Scope of Work, Task Order, amendment, or written authorization.

H. Documentation and Schedules

CONSULTANT shall document the results of the work to the satisfaction of LOCAL AGENCY and, if applicable, any State, federal, grant, or funding agency with oversight responsibility. Documentation may include progress reports, final reports, plans, specifications, estimates, schedules, meeting records, inspection records, correspondence, project files, reimbursement support, audit support, closeout documentation, or similar evidence of attainment of the AGREEMENT objectives

I. Deliverables and Number of Copies

The number, format, and type of deliverables to be furnished by CONSULTANT, including reports, plans, specifications, estimates, exhibits, electronic files, record drawings, maps, studies, or other documents, shall be specified in the applicable Scope of Work, Task Order, amendment, or written authorization. Provision may be made for payment for additional copies or additional deliverables if requested by LOCAL AGENCY.

J. Standards of the Profession

CONSULTANT agrees to perform its duties and responsibilities pursuant to the terms and conditions of this AGREEMENT in accordance with the standards of the profession for which CONSULTANT has been properly licensed to practice.

K. Licensing or Accreditation

Where applicable, CONSULTANT shall maintain the appropriate license, registration, certification, or accreditation through the life of this AGREEMENT.

L. Nondiscrimination

CONSULTANT shall comply with all applicable federal, State, and local nondiscrimination, equal employment opportunity, and civil rights laws, regulations, and funding requirements applicable to this AGREEMENT. CONSULTANT shall also comply with the nondiscrimination requirements set forth in this AGREEMENT and any applicable funding or grant requirements incorporated herein.

M. Implementation of Clean Air Act and Federal Water Pollution Control Act

If this AGREEMENT is funded in whole or in part with federal funds, and if this AGREEMENT exceeds the applicable federal threshold for inclusion of Clean Air Act and Federal Water Pollution Control Act contract provisions, CONSULTANT shall comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.

CONSULTANT shall report any violations to LOCAL AGENCY, and LOCAL AGENCY shall report violations to the applicable federal awarding agency or oversight agency, if required.

ARTICLE IV PERFORMANCE PERIOD

- A. This AGREEMENT shall go into effect on _____, contingent upon approval by the governing body of LOCAL AGENCY. CONSULTANT shall commence work only after notification to proceed has been issued by LOCAL AGENCY's Contract Administrator. This AGREEMENT shall end on _____, unless terminated in accordance with ARTICLE VI below or extended by written amendment.
- B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on LOCAL AGENCY until the AGREEMENT is fully executed and approved by LOCAL AGENCY.
- C. The period of performance for each specific project, task, or phase of work shall be in accordance with the applicable Scope of Work, Task Order, amendment, or written authorization issued by LOCAL AGENCY. If work is in progress on the expiration date of this AGREEMENT, the term of the AGREEMENT may be extended by written amendment prior to expiration to cover only the time needed to complete the authorized work in progress. The maximum term shall not exceed five (5) years, unless otherwise authorized by LOCAL AGENCY and permitted by applicable law or funding requirements.'

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

- A. CONSULTANT will be compensated in accordance with the hourly rates, lump sum amounts, fee schedule, or other method of compensation specified in CONSULTANT's approved Cost Proposal. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee, unless otherwise expressly stated in the approved Cost Proposal. These rates are not adjustable during the performance period set forth in this AGREEMENT unless approved in writing by LOCAL AGENCY.
- B. In addition, CONSULTANT may be reimbursed for incurred actual direct costs, other than salary costs, only to the extent such costs are included in the approved Cost Proposal, Scope of Work, Task Order, amendment, or other written authorization issued by LOCAL AGENCY.
- C. Specific projects, tasks, phases, or services may be assigned to CONSULTANT through issuance of Task Orders, amendments, written notices to proceed, or other written authorizations issued by LOCAL AGENCY.
- D. When a Task Order is used, LOCAL AGENCY may prepare a draft Task Order identifying the scope of services, expected results, project deliverables, period of performance, project schedule, and designated LOCAL AGENCY Project Coordinator. The draft Task Order will be delivered to CONSULTANT for review.

CONSULTANT shall return the draft Task Order within ten (10) calendar days, or within another timeframe approved by LOCAL AGENCY, together with a cost estimate identifying the anticipated hours, hourly rates, reimbursable expenses, subconsultant costs, overhead, fee, and total not-to-exceed amount. After agreement has been reached on the scope, schedule, deliverables, and total cost, the finalized Task Order shall be signed by both LOCAL AGENCY and CONSULTANT.

- E. Task Orders, amendments, or written authorizations may be negotiated for lump sum, firm fixed price, specific rates of compensation, time and materials, or other compensation methods approved by LOCAL AGENCY and permitted by applicable funding requirements.
- F. CONSULTANT shall be responsible for any future adjustments to prevailing wage rates, including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations, where prevailing wage requirements apply. CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of this AGREEMENT.
- G. Reimbursement for transportation and subsistence costs shall not exceed State rates unless otherwise approved in writing by LOCAL AGENCY.
- H. When milestone cost estimates or task budgets are included in the approved Cost Proposal, Scope of Work, Task Order, or amendment, CONSULTANT shall obtain prior written approval from LOCAL AGENCY before exceeding such milestone cost estimate or task budget.
- I. Progress payments will be made monthly in arrears based on services performed, deliverables completed, and allowable costs incurred, unless otherwise specified in the applicable Scope of Work, Task Order, amendment, or written authorization.
- J. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY's Contract Administrator. No payment will be made for work performed prior to approval of this AGREEMENT or prior to written authorization to proceed.
- K. A Task Order, when used, is of no force or effect until signed by an authorized representative of LOCAL AGENCY and CONSULTANT. No expenditures are authorized and work shall not commence until the applicable Task Order, amendment, notice to proceed, or other written authorization has been issued by LOCAL AGENCY.
- L. CONSULTANT will be paid within thirty (30) days upon receipt and approval by LOCAL AGENCY's Contract Administrator of an undisputed and properly submitted itemized invoice. Separate invoices itemizing all costs are required for each project, task, phase, or funding source when requested by LOCAL AGENCY. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the authorized work, unless otherwise approved by LOCAL AGENCY.

Invoices shall detail the work performed, deliverables completed, billing period, personnel classifications, hours worked, hourly rates, reimbursable expenses, subconsultant costs, task or phase budget status, and any other information required by LOCAL AGENCY or applicable funding source. Invoices shall reference the AGREEMENT number, project title, and Task Order number, if applicable.

Credits due LOCAL AGENCY, including any credits related to equipment purchased under Article XI, shall be reimbursed by CONSULTANT prior to the expiration or termination of this AGREEMENT.

Invoices shall be submitted to LOCAL AGENCY's Contract Administrator at the following address, unless otherwise directed by LOCAL AGENCY:

Tehama County Transportation
Comision/Transit Agency Board
Attn: Jessica Riske-Gomez, Deputy Director
1509 Schwab Ave.
Red Bluff, CA 96080
jriskegomez@tehamartpa.org
cc: tjensen@tehamartpa.org

- M. The period of performance for each Task Order, project, task, or phase shall be in accordance with the dates specified in the applicable Task Order, Scope of Work, amendment, or written authorization. No Task Order or authorization shall extend beyond the expiration date of this AGREEMENT unless the AGREEMENT is amended in writing.
- N. The total amount payable by LOCAL AGENCY for an individual Task Order, project, task, or phase shall not exceed the amount authorized in the applicable Task Order, Scope of Work, amendment, or written authorization unless approved by written amendment.
- O. If CONSULTANT fails to satisfactorily complete a deliverable according to the schedule set forth in the applicable Task Order, Scope of Work, amendment, or written authorization, LOCAL AGENCY may withhold payment for that deliverable until the deliverable has been satisfactorily completed.
- P. Task Orders, scopes of work, notices to proceed, or other written authorizations may not be used to amend the terms of this AGREEMENT or to exceed the scope, budget, or authority established under this AGREEMENT unless approved by written amendment.
- Q. The total amount payable by LOCAL AGENCY for all work performed under this AGREEMENT shall not exceed \$_____. It is understood and agreed that

there is no guarantee, either expressed or implied, that this full amount will be authorized, expended, or paid under this AGREEMENT.

ARTICLE VI TERMINATION

- A. This AGREEMENT may be terminated by LOCAL AGENCY, provided that LOCAL AGENCY gives not less than thirty (30) calendar days' written notice of intent to terminate. Upon termination, LOCAL AGENCY shall be entitled to all work performed to date, whether completed or not, including but not limited to reports, investigations, appraisals, inventories, studies, analyses, drawings, data, estimates, plans, specifications, schedules, correspondence, and other work product prepared under this AGREEMENT.
- B. LOCAL AGENCY may temporarily suspend this AGREEMENT, at no additional cost to LOCAL AGENCY, provided that CONSULTANT is given fourteen (14) days' written notice of temporary suspension. If LOCAL AGENCY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT as directed by LOCAL AGENCY. A temporary suspension may be issued concurrent with the notice of termination provided for in subsection A of this section.
- C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to LOCAL AGENCY for damages sustained by LOCAL AGENCY by virtue of any breach of this AGREEMENT by CONSULTANT, and LOCAL AGENCY may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due LOCAL AGENCY from CONSULTANT is determined.
- D. In the event of termination, CONSULTANT shall be compensated for authorized services satisfactorily performed prior to the effective date of termination, together with any reasonable and necessary closeout services authorized by LOCAL AGENCY. CONSULTANT shall not be compensated for unauthorized work or costs incurred after the effective date of termination, except as expressly authorized in writing by LOCAL AGENCY.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. CONSULTANT shall comply with all applicable cost principles, administrative requirements, funding requirements, and audit requirements applicable to this AGREEMENT, including those imposed by LOCAL AGENCY, the applicable funding source, and any State or federal agency with oversight responsibility.
- B. If this AGREEMENT is funded in whole or in part with federal funds, or if otherwise required by the applicable funding agreement, CONSULTANT agrees that the Contract Cost Principles and Procedures set forth in 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the

allowability of individual cost items.

- C. If this AGREEMENT is funded in whole or in part with federal funds, or if otherwise required by the applicable funding agreement, CONSULTANT also agrees to comply with applicable federal procedures, including 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- D. Any costs for which payment has been made to CONSULTANT that are later determined by audit or review to be unallowable under this AGREEMENT, the approved Cost Proposal, applicable State or federal requirements, applicable funding agreement requirements, 2 CFR Part 200, 48 CFR Part 31, or other applicable cost principles, shall be subject to repayment by CONSULTANT to LOCAL AGENCY.
- E. When CONSULTANT or a Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the applicable cost principles under 2 CFR Part 200 shall apply when required by federal funding, State funding, or the applicable funding agreement.

ARTICLE VIII RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Government Code section 8546.7 and any other applicable State, federal, local, grant, or funding requirements, CONSULTANT, Subconsultants, and LOCAL AGENCY shall maintain all books, documents, papers, accounting records, cost records, invoices, payroll records, workpapers, correspondence, project files, and other evidence pertaining to the performance of this AGREEMENT, including, but not limited to, the costs of administering and performing the AGREEMENT.

Such records shall be maintained during the AGREEMENT period and for a minimum of three (3) years from the date of final payment under this AGREEMENT, or longer if required by applicable law, funding agreement, grant requirement, audit requirement, or written direction from LOCAL AGENCY.

CONSULTANT and Subconsultants shall make such records available at all reasonable times for audit, examination, review, excerpts, and transcription by LOCAL AGENCY and any duly authorized representative of a State, federal, local, grant, or funding agency with jurisdiction over the AGREEMENT or project. This may include, but is not limited to, CalSTA, Caltrans, HCD, SGC, CARB, the State Auditor, FHWA, or other oversight agencies, if applicable.

If Independent CPA Audited Indirect Cost Rate workpapers or other financial management system documentation are required by the funding source, approved Cost Proposal, or this AGREEMENT, CONSULTANT shall make such documentation available for review upon request. Copies of records shall be furnished upon request, subject to applicable confidentiality, privilege, and public records laws.

ARTICLE IX AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post-audit of this AGREEMENT that is not resolved by agreement of the parties shall be reviewed by LOCAL AGENCY's Chief Financial Officer, fiscal officer, Executive Director, or other designated representative.
- B. Not later than thirty (30) calendar days after issuance of a final audit report, CONSULTANT may request review of unresolved audit issues. The request for review shall be submitted in writing to LOCAL AGENCY.
- C. Neither the pendency of an audit dispute nor its consideration by LOCAL AGENCY shall excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.
- D. CONSULTANT and Subconsultant agreements, cost proposals, invoices, indirect cost rates, financial records, and supporting documentation may be subject to audit or review by LOCAL AGENCY, the State, the federal government, or any applicable grant or funding agency with oversight responsibility. If selected for audit or review, CONSULTANT shall cooperate fully and shall provide access to records and supporting documentation necessary to verify compliance with this AGREEMENT, the approved Cost Proposal, applicable cost principles, and applicable funding requirements.
- E. If an audit or review determines that costs previously paid to CONSULTANT are unallowable, unsupported, excessive, ineligible, or otherwise not reimbursable under this AGREEMENT or applicable funding requirements, CONSULTANT shall repay such costs to LOCAL AGENCY, or LOCAL AGENCY may offset such amounts against future payments due to CONSULTANT.
- F. If indirect cost rates, Independent CPA workpapers, financial management system documentation, or Caltrans Independent Office of Audits and Investigations review are required by the applicable funding source or by law, CONSULTANT shall provide such documentation and cooperate with such review. Any required adjustment to the Cost Proposal, indirect cost rate, or reimbursement amount shall be made in accordance with applicable funding requirements.
- G. Refusal by CONSULTANT to provide required audit records, incorporate required audit adjustments, repay disallowed costs, or otherwise comply with audit or review requirements may be considered a material breach of this AGREEMENT and may be cause for termination, withholding of payment, or disallowance of prior reimbursed costs.

ARTICLE X SUBCONTRACTING

- A. Nothing contained in this AGREEMENT, or otherwise, shall create any contractual relationship between LOCAL AGENCY and any Subconsultant, and no subagreement shall relieve CONSULTANT of its responsibilities and obligations under this AGREEMENT. CONSULTANT agrees to be fully responsible to LOCAL AGENCY for the acts and omissions of its Subconsultants and of persons either

directly or indirectly employed or retained by them, in the same manner as for persons directly employed or retained by CONSULTANT. CONSULTANT's obligation to pay its Subconsultants is an independent obligation from LOCAL AGENCY's obligation to make payments to CONSULTANT.

- B. CONSULTANT shall perform the work contemplated with resources available within its own organization, and no portion of the work shall be subcontracted without prior written authorization by LOCAL AGENCY's Contract Administrator, except for work expressly identified in CONSULTANT's approved Cost Proposal, Scope of Work, Task Order, or other written authorization.
- C. Any subagreement entered into as a result of this AGREEMENT shall contain all provisions of this AGREEMENT that are applicable to Subconsultants, unless otherwise approved in writing by LOCAL AGENCY.
- D. CONSULTANT shall pay its Subconsultants within fifteen (15) calendar days from receipt of each payment made to CONSULTANT by LOCAL AGENCY for work performed by the Subconsultant, unless a different timeframe is required by applicable law, funding requirements, or written agreement approved by LOCAL AGENCY.
- E. Any substitution, addition, or removal of a Subconsultant must be approved in writing by LOCAL AGENCY's Contract Administrator before assigning work to the substitute or additional Subconsultant.

F. Prompt Payment to Subconsultant

CONSULTANT and its Subconsultants shall comply with all applicable prompt payment requirements, including those imposed by State law, federal law, grant requirements, funding agreements, or this AGREEMENT. CONSULTANT shall not delay or withhold payment from a Subconsultant except as permitted by law, applicable funding requirements, or written agreement.

In the event of a good faith dispute over all or any portion of the amount due to a Subconsultant, CONSULTANT or Subconsultant may withhold only the amount permitted by applicable law or funding requirements. CONSULTANT shall maintain records sufficient to document payments to Subconsultants and any disputed or withheld amounts.

G. Retainage and Withheld Funds

Retainage from Subconsultants, if any, shall be handled in accordance with applicable law, funding requirements, and the terms of the applicable subagreement. If this AGREEMENT is subject to federal-aid, DBE, Caltrans Local Assistance, or other funding-specific prompt payment or retainage requirements, CONSULTANT shall comply with those requirements and shall include them in applicable subagreements.

ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

- A. Prior written authorization from LOCAL AGENCY's Contract Administrator shall be

required before CONSULTANT enters into any unbudgeted purchase order, subcontract, equipment purchase, supply purchase, or other capital expenditure exceeding five thousand dollars (\$5,000). CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such cost.

- B. For the purchase of any item, service, equipment, supply, or consulting work not included in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars (\$5,000), CONSULTANT shall obtain prior written authorization from LOCAL AGENCY's Contract Administrator. Unless otherwise approved by LOCAL AGENCY or unless an exception is adequately justified, CONSULTANT shall submit three competitive quotations with the request
- C. CONSULTANT shall not purchase equipment, supplies, materials, software, licenses, or other capital items for reimbursement under this AGREEMENT unless such purchase is included in the approved Cost Proposal, Scope of Work, Task Order, amendment, or other written authorization issued by LOCAL AGENCY.
- D. Any equipment or nonexpendable property purchased with funds provided under this AGREEMENT shall be subject to the following:
 - 1. CONSULTANT shall maintain an inventory of all nonexpendable property purchased under this AGREEMENT. Nonexpendable property is defined as property having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more, unless a different threshold is required by applicable law or funding requirements.
 - 2. Unless otherwise approved in writing by LOCAL AGENCY, title to equipment or nonexpendable property purchased with funds provided under this AGREEMENT shall vest in LOCAL AGENCY.
 - 3. If purchased equipment is replaced, sold, traded in, retained, or disposed of, LOCAL AGENCY shall receive a credit, refund, or other disposition of value as required by LOCAL AGENCY, applicable law, or applicable funding requirements.
 - 4. If CONSULTANT retains equipment purchased under this AGREEMENT, fair market value shall be determined at CONSULTANT's expense unless otherwise approved in writing by LOCAL AGENCY.
- E. If this AGREEMENT is funded in whole or in part with federal funds, or if otherwise required by the applicable funding agreement, CONSULTANT shall comply with applicable property management, equipment disposition, and credit requirements under 2 CFR Part 200.

ARTICLE XII STATE PREVAILING WAGE RATES

- A. To the extent any work performed under this AGREEMENT constitutes a “public work” or is otherwise subject to California prevailing wage requirements, CONSULTANT and its Subconsultants shall comply with all applicable provisions of the California Labor Code, including but not limited to Labor Code sections 1720 et seq., 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815, and all applicable Department of Industrial Relations regulations.
- B. No CONSULTANT or Subconsultant may perform work containing public work elements unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, if such registration is required by law. Registration with DIR must be maintained throughout the performance of any work subject to public works registration requirements.
- C. CONSULTANT shall pay, and shall require its Subconsultants to pay, not less than the applicable general prevailing wage rates for all work subject to prevailing wage requirements. General Prevailing Wage Rate Determinations are available from the California Department of Industrial Relations.
- D. Prevailing wage requirements may apply to construction-related professional services, including but not limited to inspection, surveying, materials testing, construction management, field observation, or other work performed at or in connection with a public works construction site, when required by applicable law.
- E. CONSULTANT and its Subconsultants shall keep accurate certified payroll records and supporting documentation for all work subject to prevailing wage requirements, as required by Labor Code section 1776 and applicable regulations. Such records shall be made available for inspection and copying by LOCAL AGENCY, the Department of Industrial Relations, the Division of Labor Standards Enforcement, the Division of Apprenticeship Standards, and any other agency with jurisdiction, as required by law.
- F. When prevailing wage rates apply, CONSULTANT is responsible for verifying compliance by its Subconsultants with applicable certified payroll, prevailing wage, apprenticeship, hours of labor, and labor compliance requirements. Invoice payment may be withheld until required payroll records, labor compliance documentation, or other supporting documentation has been submitted and approved.
- G. CONSULTANT and its Subconsultants shall comply with applicable penalty provisions under the California Labor Code for failure to pay prevailing wages, failure to maintain or provide certified payroll records, failure to comply with hours of labor requirements, or failure to comply with apprenticeship requirements.
- H. If there is a conflict between this Article and any applicable State law, federal law, funding agreement, grant requirement, or Department of Industrial Relations

requirement, the stricter or more specific requirement shall apply.

ARTICLE XIII CONFLICT OF INTEREST

- A. During the term of this AGREEMENT, CONSULTANT shall disclose any financial, business, professional, or other relationship with LOCAL AGENCY, any project participant, property owner, vendor, contractor, or other party that may have an impact upon the outcome of this AGREEMENT or any related or ensuing LOCAL AGENCY project, procurement, or construction contract. CONSULTANT shall also disclose current clients who may have a financial interest in the outcome of this AGREEMENT or any related or ensuing LOCAL AGENCY project.
- B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided under this AGREEMENT. CONSULTANT agrees to promptly advise LOCAL AGENCY in writing of any actual, apparent, or potential conflict of interest that may develop after execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest or other conflict-of-interest disclosures if required by LOCAL AGENCY policy, ordinance, State law, funding requirements, or this AGREEMENT.
- C. CONSULTANT certifies that it does not now have, and shall not acquire, any financial, business, professional, or other interest that would conflict with the performance of services under this AGREEMENT.
- D. Unless expressly authorized in writing by LOCAL AGENCY, CONSULTANT, its Subconsultants, and any affiliated firm shall not participate as a bidder, contractor, supplier, vendor, or competing consultant on any construction contract, procurement, or subsequent agreement for which CONSULTANT prepared plans, specifications, estimates, procurement documents, evaluation materials, or other documents that may provide CONSULTANT or an affiliated firm with an unfair competitive advantage.
- E. Nothing in this Article prohibits CONSULTANT from providing construction administration, construction management, inspection, field observation, design support during construction, or related services when such services are authorized under this AGREEMENT, a Task Order, amendment, or other written authorization issued by LOCAL AGENCY.
- F. An affiliated firm is one that is subject to the control of the same persons or entities through ownership, management, contractual relationship, joint venture, parent/subsidiary relationship, or otherwise.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks, or other unlawful consideration, either promised or paid to any LOCAL AGENCY employee, official, officer, agent, or representative.

For breach or violation of this warranty, LOCAL AGENCY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, to deduct from the AGREEMENT price, or to otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING

- A. CONSULTANT certifies, to the best of its knowledge and belief, that no LOCAL AGENCY, State, or federal appropriated funds have been paid or will be paid, by or on behalf of CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or an employee of a Member of the Legislature or Congress in connection with the awarding, making, extension, continuation, renewal, amendment, or modification of this AGREEMENT.
- B. If this AGREEMENT is funded in whole or in part with federal funds and exceeds the applicable federal threshold, CONSULTANT shall comply with 31 U.S.C. section 1352 and all applicable federal lobbying restrictions and disclosure requirements.
- C. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this AGREEMENT, CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," if required by federal law or the applicable funding agreement.
- D. This certification is a material representation of fact upon which reliance was placed when this AGREEMENT was made or entered into. Any person who fails to file a required federal certification or disclosure shall be subject to applicable civil penalties.
- E. CONSULTANT shall include the substance of this Article in all lower-tier subagreements to the extent required by applicable law, funding requirements, or this AGREEMENT.

ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

- A. CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with applicable nondiscrimination program requirements, including Government Code section 12990 and applicable regulations.

- B. During the performance of this AGREEMENT, CONSULTANT and its Subconsultants shall not deny the benefits of this AGREEMENT to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military or veteran status, or any other protected classification under applicable law. CONSULTANT and its Subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, or person receiving services under this AGREEMENT.
- C. CONSULTANT and its Subconsultants shall comply with the Fair Employment and Housing Act, Government Code section 12900 et seq., Government Code section 12990, and applicable regulations. CONSULTANT and its Subconsultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from unlawful discrimination and harassment.
- D. CONSULTANT shall permit access by representatives of the California Civil Rights Department and LOCAL AGENCY upon reasonable notice, during normal business hours, to such books, records, accounts, facilities, and other sources of information as may be required to ascertain compliance with this Article.
- E. CONSULTANT and its Subconsultants shall give written notice of their obligations under this Article to labor organizations with which they have a collective bargaining or other agreement, where applicable.
- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this Article in all subcontracts or subagreements to perform work under this AGREEMENT.
- G. If this AGREEMENT is funded in whole or in part with federal funds, or if otherwise required by the applicable funding agreement, CONSULTANT shall comply with Title VI of the Civil Rights Act of 1964 and applicable federal nondiscrimination requirements.
- H. If this AGREEMENT is subject to U.S. Department of Transportation nondiscrimination requirements, CONSULTANT shall comply with 49 CFR Part 21 and other applicable federal civil rights requirements.
- I. If this AGREEMENT is subject to Disadvantaged Business Enterprise requirements under 49 CFR Part 26, CONSULTANT and its Subconsultants shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any contract covered by 49 CFR Part 26 or in the administration of LOCAL AGENCY's DBE program or applicable DBE requirements.

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

- A. CONSULTANT's signature affixed herein shall constitute a certification under

- penalty of perjury under the laws of the State of California that CONSULTANT and, to the best of CONSULTANT's knowledge, its principals, owners, partners, directors, officers, and managers are not currently suspended, debarred, voluntarily excluded, declared ineligible, or otherwise excluded from participation in this AGREEMENT by any State or federal agency.
- B. If this AGREEMENT is funded in whole or in part with federal funds, or if otherwise required by the applicable funding agreement, CONSULTANT shall comply with applicable federal debarment and suspension requirements, including 2 CFR Part 180 and any applicable agency-specific implementing regulations
 - C. CONSULTANT shall disclose to LOCAL AGENCY any suspension, debarment, voluntary exclusion, determination of ineligibility, proposed debarment, pending proceeding, indictment, conviction, civil judgment, or other matter that may affect CONSULTANT's responsibility, eligibility, or ability to perform under this AGREEMENT.
 - D. Any exceptions to this certification must be disclosed to LOCAL AGENCY in writing. Exceptions will not necessarily result in denial of award or termination, but will be considered in determining CONSULTANT responsibility and eligibility. Disclosures must identify the person or entity involved, the initiating agency, the dates of action, and the nature of the matter.
 - E. CONSULTANT shall include the substance of this Article in all lower-tier subagreements to the extent required by applicable law, funding requirements, or this AGREEMENT.

ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. This Article applies only if this AGREEMENT is funded in whole or in part with federal funds, U.S. Department of Transportation funds, Caltrans-administered federal-aid funds, or any other funding source that requires compliance with Disadvantaged Business Enterprise requirements.
- B. If DBE requirements apply, CONSULTANT and its Subconsultants shall comply with all applicable DBE requirements, including 49 CFR Part 26, applicable U.S. Department of Transportation requirements, Caltrans Local Assistance requirements, LOCAL AGENCY's DBE program requirements, and any DBE requirements included in the applicable funding agreement, grant agreement, Request for Qualifications, Scope of Work, Task Order, or other attachment to this AGREEMENT.
- C. If a DBE goal is established for this AGREEMENT, the DBE goal shall be stated in the Request for Qualifications, Scope of Work, Task Order, funding exhibit, or other applicable attachment. CONSULTANT shall meet the established DBE goal or demonstrate adequate good faith efforts, as required by applicable law and funding requirements.
- D. CONSULTANT shall not discriminate on the basis of race, color, national origin, or

sex in the performance of any contract subject to DBE requirements. CONSULTANT shall carry out applicable DBE requirements in the award and administration of subagreements, subcontracts, purchase orders, and other lower-tier agreements.

- E. CONSULTANT shall use only DBE firms that are properly certified at the time required by applicable DBE rules and shall maintain documentation sufficient to demonstrate DBE eligibility, commitment, utilization, commercially useful function, prompt payment, and compliance with applicable DBE requirements.
- F. CONSULTANT shall not terminate, substitute, replace, or reduce the work of a listed DBE firm without prior written approval from LOCAL AGENCY when such approval is required by applicable DBE rules or funding requirements.
- G. CONSULTANT shall submit all DBE forms, reports, payment documentation, utilization reports, good faith effort documentation, commercially useful function documentation, and closeout documentation required by applicable law, funding requirements, Caltrans Local Assistance requirements, LOCAL AGENCY, or this AGREEMENT.
- H. Failure by CONSULTANT to comply with applicable DBE requirements may constitute a material breach of this AGREEMENT and may result in withholding of payments, disallowance of costs, termination, sanctions, liquidated damages where authorized, or any other remedy available to LOCAL AGENCY under applicable law, funding requirements, or this AGREEMENT.
- I. If DBE requirements do not apply to this AGREEMENT, this Article shall not impose any DBE goal, DBE reporting requirement, or DBE participation requirement unless otherwise stated in the Request for Qualifications, Scope of Work, Task Order, funding exhibit, or other written authorization issued by LOCAL AGENCY.

ARTICLE XIX INSURANCE

Consultant shall procure and maintain insurance pursuant to Attachment I, "Insurance Requirements For Consultant," attached hereto and incorporated by reference.

ARTICLE XX FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this AGREEMENT may be executed before all project funds have been fully appropriated, allocated, reimbursed, or made available, in order to avoid program and fiscal delays.
- B. This AGREEMENT is subject to the availability, appropriation, allocation, and receipt of sufficient funds by LOCAL AGENCY. This AGREEMENT is also subject to any restrictions, limitations, conditions, statutes, regulations, guidelines, grant agreements, funding agreements, or actions of Congress, the State Legislature, any State or federal agency, or LOCAL AGENCY's governing body that may affect the provisions, terms, funding, reimbursement, or performance of this AGREEMENT.

- C. LOCAL AGENCY may use local funds, local match, State funds, federal funds, grant funds, reimbursement funds, or any combination thereof to fund work performed under this AGREEMENT, as determined by LOCAL AGENCY. CONSULTANT shall comply with all applicable funding requirements identified by LOCAL AGENCY.
- D. If sufficient funds are not appropriated, allocated, reimbursed, or otherwise made available for this AGREEMENT, LOCAL AGENCY may amend this AGREEMENT to reflect any reduction in funds, reduce or suspend authorized work, delay issuance of a notice to proceed, delay or reduce Task Orders, or terminate this AGREEMENT in accordance with Article VI.
- E. LOCAL AGENCY shall not be obligated to authorize work or make payment beyond the amount authorized in this AGREEMENT, an approved Task Order, amendment, notice to proceed, or other written authorization issued by LOCAL AGENCY.
- F. CONSULTANT shall not perform work in excess of the authorized budget, Task Order amount, or not-to-exceed amount without prior written authorization from LOCAL AGENCY. Unauthorized work shall be at CONSULTANT's sole risk and shall not be reimbursable unless approved in writing by LOCAL AGENCY.

ARTICLE XXI CHANGE IN TERMS

- A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall commence work covered by an amendment only after the amendment is fully executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or key personnel, as listed in the approved Cost Proposal, Scope of Work, Task Order, or proposal submitted by CONSULTANT, without prior written approval by LOCAL AGENCY's Contract Administrator.
- D. Any approved substitution of key personnel shall be with personnel of equal or greater qualifications, experience, and availability, unless otherwise approved in writing by LOCAL AGENCY.

ARTICLE XXII CONTINGENT FEE

CONSULTANT warrants, by execution of this AGREEMENT, that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business.

For breach or violation of this warranty, LOCAL AGENCY has the right to annul this

AGREEMENT without liability; pay only for the value of the work actually performed; deduct from the AGREEMENT price or consideration; or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXIII DISPUTES

Prior to either party commencing legal action under this AGREEMENT, the parties agree to attempt in good faith to resolve any dispute amicably. If a dispute has not been resolved after forty-five (45) days of good-faith negotiations, or as may otherwise be provided herein, either party may commence legal action.

- A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not resolved by agreement shall be reviewed by a committee consisting of LOCAL AGENCY's Contract Administrator and Executive Director, or their designees, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than thirty (30) days after completion of all work under this AGREEMENT, CONSULTANT may request review by LOCAL AGENCY's governing body of unresolved claims or disputes, other than audit. The request for review shall be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY shall excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

ARTICLE XXIV INSPECTION OF WORK

CONSULTANT and any Subconsultant shall permit LOCAL AGENCY, and any applicable State, federal, grant, or funding agency with oversight responsibility, to review and inspect project activities, work product, records, files, and supporting documentation at all reasonable times during the performance period of this AGREEMENT.

If federal participating funds are used in this AGREEMENT, CONSULTANT and any Subconsultant shall also permit review and inspection by FHWA or other applicable federal agencies, as required

ARTICLE XXV SAFETY

- A. CONSULTANT shall comply with all applicable OSHA, Cal/OSHA, and other safety laws, regulations, standards, and procedures applicable to CONSULTANT's work under this AGREEMENT. CONSULTANT shall also comply with reasonable safety instructions issued by LOCAL AGENCY's Safety Officer, Contract Administrator, Project Coordinator, or other authorized LOCAL AGENCY representative.
- B. CONSULTANT personnel shall use appropriate personal protective equipment, including hard hats, safety vests, and other required safety equipment, when entering construction sites, active work zones, public rights-of-way, or other areas where such equipment is required by law, project safety requirements, LOCAL AGENCY direction, or site conditions.
- C. When CONSULTANT's work occurs within public rights-of-way, active transportation facilities, roadways, transit facilities, construction zones, or other areas open to public traffic, CONSULTANT shall comply with all applicable requirements of the California Vehicle Code and shall take all reasonably necessary precautions for the safe operation of its vehicles and the protection of the traveling public, pedestrians, bicyclists, transit users, workers, and property.
- D. Any subcontract or subagreement entered into as a result of this AGREEMENT shall contain all applicable provisions of this Article.
- E. If CONSULTANT or any Subconsultant performs, directs, or is otherwise responsible for construction, excavation, trenching, or other work requiring a Division of Occupational Safety and Health permit, CONSULTANT or the responsible Subconsultant shall obtain and maintain any required Cal/OSHA permit prior to initiation of such work, including any permit required for trenches or excavations five (5) feet or deeper.

ARTICLE XXVI OWNERSHIP OF DATA

- A. It is mutually agreed that all reports, investigations, appraisals, inventories, studies, analyses, drawings, plans, specifications, estimates, data, schedules, maps, exhibits, photographs, records, files, correspondence, and other documents or work product prepared by CONSULTANT under this AGREEMENT shall become the property of LOCAL AGENCY, whether completed or not.
- B. Upon request, termination, completion, or expiration of this AGREEMENT, CONSULTANT shall deliver to LOCAL AGENCY all such work product prepared or accumulated under this AGREEMENT, except for CONSULTANT's privileged information, personnel information, internal administrative records, or proprietary materials not prepared specifically for LOCAL AGENCY.
- C. CONSULTANT shall furnish LOCAL AGENCY with copies of data, documents,

electronic files, and other work product reasonably necessary to complete review, approval, funding, reimbursement, audit, construction, closeout, operation, maintenance, or other project-related purposes.

- D. To the extent permitted by law, LOCAL AGENCY shall have the right to use, reproduce, publish, distribute, and rely upon work product prepared under this AGREEMENT for LOCAL AGENCY purposes. CONSULTANT shall not publish or release information derived from work performed or data obtained under this AGREEMENT without prior written approval from LOCAL AGENCY, except as required by law.
- E. CONSULTANT retains ownership of its pre-existing intellectual property, standard details, templates, tools, software, methods, processes, and other proprietary materials not prepared specifically for LOCAL AGENCY under this AGREEMENT. To the extent such materials are incorporated into work product delivered under this AGREEMENT, CONSULTANT grants LOCAL AGENCY a nonexclusive, royalty-free license to use those materials as necessary for LOCAL AGENCY's use of the work product.
- F. Nothing herein shall constitute or be construed as a representation by CONSULTANT that the work product is suitable for reuse on any project other than the project or work authorized under this AGREEMENT. Any reuse by LOCAL AGENCY for another project, project location, or purpose other than that for which the work product was prepared shall be at LOCAL AGENCY's sole risk, unless CONSULTANT provides written authorization for such reuse.
- G. If this AGREEMENT is funded in whole or in part with federal funds, or if otherwise required by the applicable funding agreement, applicable patent rights, copyright, data rights, and rights to inventions provisions shall apply, including any applicable requirements under 48 CFR Part 27 or other applicable federal regulations.
- H. If federal-aid funds are used and federal requirements permit copyrighting of reports or other agreement products, the applicable federal agency, including FHWA if applicable, shall have the royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for government purposes, and to authorize others to do so, as required by applicable federal requirements.

ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by LOCAL AGENCY's contractor, construction contractor, vendor, or other third party relating to work performed by CONSULTANT or its Subconsultants, and additional information or assistance from CONSULTANT is required in order to evaluate, respond to, resolve, or defend against such claims, CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY, LOCAL AGENCY's construction contract administration staff, project staff, legal counsel, or other authorized representatives.
- B. CONSULTANT personnel that LOCAL AGENCY considers necessary to assist in

evaluating, responding to, resolving, or defending against claims shall be made available upon reasonable notice from LOCAL AGENCY. Such assistance may include consultation, document review, preparation of written responses, participation in meetings, depositions, hearings, arbitration, mediation, litigation, or trial testimony, if necessary.

- C. Unless the claim arises from CONSULTANT's negligence, errors, omissions, breach of this AGREEMENT, or other fault, CONSULTANT's services related to such claim assistance shall be reimbursed at the rates established under this AGREEMENT, including authorized travel costs, if applicable.
- D. Services of CONSULTANT's personnel in connection with such claims may be performed pursuant to a written amendment, Task Order, or other written authorization issued by LOCAL AGENCY, including extension of the termination date of this AGREEMENT if necessary.

ARTICLE XXVIII CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, procurement-sensitive, or other data and information relative to LOCAL AGENCY's operations, projects, funding, estimates, procurements, or administration, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure to the extent permitted by law.
- B. Permission to disclose information on one occasion, including disclosure at a public hearing or public meeting held by LOCAL AGENCY relating to this AGREEMENT, shall not authorize CONSULTANT to further disclose or disseminate such information on any other occasion.
- C. CONSULTANT shall not comment publicly to the press, media, or other third parties regarding this AGREEMENT, the work performed under this AGREEMENT, or LOCAL AGENCY's actions related to this AGREEMENT, except to LOCAL AGENCY staff, CONSULTANT's own personnel involved in performance of this AGREEMENT, at public meetings or hearings when authorized, or as required by law.
- D. CONSULTANT shall not issue any news release, social media post, public statement, or public relations item regarding work performed or to be performed under this AGREEMENT without prior review and written permission from LOCAL AGENCY.
- E. Any subcontract or subagreement entered into as a result of this AGREEMENT shall contain all applicable provisions of this Article.
- F. Engineer's estimates, construction estimates, bid estimates, cost opinions, procurement-sensitive information, confidential funding information, and other information designated by LOCAL AGENCY as confidential shall not be disclosed by CONSULTANT to any person or entity except as required in performance of this AGREEMENT, as authorized in writing by LOCAL AGENCY, or as required by law.

- G. Nothing in this Article shall prevent disclosure to LOCAL AGENCY, LOCAL AGENCY's legal counsel, auditors, insurers, funding agencies, regulatory agencies, Caltrans, FHWA, or other oversight agencies when such disclosure is required for project delivery, funding, reimbursement, audit, legal compliance, or oversight purposes.
- H. If CONSULTANT receives a subpoena, public records request, court order, audit request, or other request for disclosure of information obtained or prepared under this AGREEMENT, CONSULTANT shall promptly notify LOCAL AGENCY before releasing the information, unless prohibited by law.
- I. If CONSULTANT or any of its officers, employees, agents, or Subconsultants voluntarily provides confidential or procurement-sensitive information in violation of this AGREEMENT, LOCAL AGENCY may seek reimbursement, indemnity, damages, attorneys' fees, costs, or any other remedy available under this AGREEMENT or applicable law.

ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

To the extent required by Public Contract Code section 10296 or any other applicable law, CONSULTANT hereby states under penalty of perjury under the laws of the State of California that no more than one final, unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period because of CONSULTANT's failure to comply with an order of a federal court requiring CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXX EVALUATION OF CONSULTANT

CONSULTANT's performance may be evaluated by LOCAL AGENCY. A copy of any written evaluation may be provided to CONSULTANT for comments. The evaluation, together with any CONSULTANT comments, may be retained as part of the AGREEMENT record.

ARTICLE XXXI PROMPT PAYMENT

A. Prompt Payment from LOCAL AGENCY to CONSULTANT

LOCAL AGENCY shall make progress payments within thirty (30) days after receipt of an undisputed and properly submitted payment request from CONSULTANT, unless a different payment period is required by applicable law, funding requirements, or this AGREEMENT.

Upon receipt of a payment request, LOCAL AGENCY shall act in accordance with the following:

1. LOCAL AGENCY shall review each payment request as soon as

feasible after receipt to determine whether it is a proper payment request.

2. Any payment request determined by LOCAL AGENCY to be improper shall be returned to CONSULTANT as soon as feasible, but not later than seven (7) days after receipt. A payment request returned as improper shall be accompanied by a written explanation of the reasons why the payment request is improper.

If LOCAL AGENCY fails to make payment as required by applicable law, interest shall accrue only to the extent required by applicable law.

B. Prompt Payment to Subconsultants

CONSULTANT shall pay Subconsultants in accordance with Article X, applicable prompt payment laws, applicable funding requirements, and any approved subagreement terms.

C. Funding-Specific Prompt Payment Certification

If this AGREEMENT is subject to federal-aid, Caltrans Local Assistance, DBE, or other funding-specific prompt payment reporting requirements, CONSULTANT shall submit all required prompt payment certifications, payment reports, DBE payment records, utilization reports, and related documentation, including any required Caltrans forms such as Exhibit 9-P, as applicable.

LOCAL AGENCY may withhold payment, require corrective action, or exercise any other remedy available under this AGREEMENT or applicable funding requirements if CONSULTANT fails to comply with applicable prompt payment or reporting requirements.

ARTICLE XXXIII NOTIFICATION

All notices hereunder and communications regarding the interpretation of the terms of this AGREEMENT and changes thereto, shall be affected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:

LOCAL AGENCY: Tehama County Transportation Commission
Transit Agency Board
1509 Schwab Street
Red Bluff, CA 96080

ARTICLE XXXIV CONTRACT

The two parties to this AGREEMENT, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this AGREEMENT constitutes the entire AGREEMENT. This AGREEMENT may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this AGREEMENT as evidenced by the signatures below.

**TEHAMA COUNTY TRANSPORTATION
COMMISSION**

Date: _____

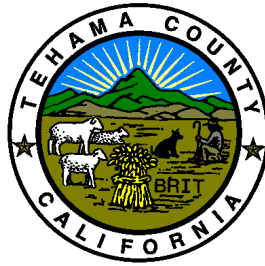
Executive Director

COMPANY

Date: _____

Approved as to form by Counsel

BID PACKET COUNTY OF TEHAMA



(Title of Project)

BIDS DUE ON OR BEFORE:

3:00 P.M.

DAY, , 2015

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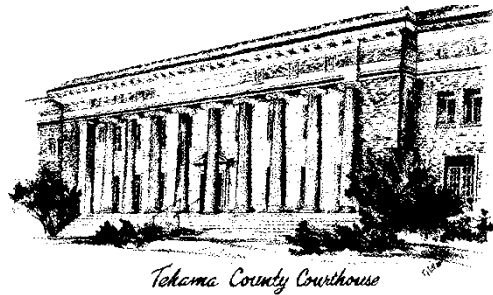
SPECIFICATIONS

DRAWINGS

Board of Supervisors
COUNTY OF TEHAMA

Gabriel Hydrick
Chief Administrator

District 1 – Rob Burroughs
District 2 – Tom Walker
District 3 – Steve Zane
District 4 – Matt Hansen
District 5 – Greg Jones



NOTICE TO CONTRACTORS

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the County of Tehama, will receive bids for the **“xx PROJECT”**.

Bids shall be submitted on forms included in the Bid Packet. Copies of the Bid Packet and the drawings may be obtained from Tehama County Administration, 727 Oak Street, Red Bluff, CA 96080, (530) 527-4655, Attn: **Tom Provine**.

Copies are on file and open to public inspection at Tehama County Administration at the above address. Bid documents can also be examined at area Builders Exchanges and on the County website at www.co.tehama.ca.us under “Bidding Opportunities”.

Bids must be received at Tehama County Administration, 727 Oak Street, Room #202, Red Bluff, CA 96080 not later than **3:00 P.M. on June 13, 2023**, at which time the Project Coordinator will open said bids. Bids shall be submitted in sealed envelopes and marked in the upper left hand corner, **“xx Project”**, together with the name and address of the bidder. The bids will be opened and read publicly and bidders or their agents are invited to be present.

There will be a mandatory pre-bid walk-thru on Wednesday, May 31, 2023, at 10:00 a.m., on site, at 20230 Highway 36W, Red Bluff, California.

Pursuant to Section 1770 and following of the Labor Code, the Contractor for the work will be required to pay, at least, the general prevailing wage rates as determined by the Director of the Department of Industrial Relations of the State of California. Questions or wage rates pertaining to the general prevailing wage should be directed to the Division of Labor Statistics and Research, P.O. Box 420603, San Francisco, CA 94142-0603 or <http://www.dir.ca.gov/DLSR/PWD/TEH.xls>

Bid bond, labor and material bond and performance bonds are required. The County reserves the right to reject any and all bids and waive any informalities or irregularities in the bidding. Each bidder must be appropriately licensed in the State of California and registered with the Department of Industrial Relations for this project as required by law.

PURCHASING AGENT,
TOM PROVINCE

By: , Deputy

Publish in the Red Bluff Daily News **on May 24, 2023 and May 30, 2023**. Send proof of publication and invoice to: Tehama County Administration, 727 Oak Street, Red Bluff, CA 96080. Prior to publication, please fax proof to 527-3764, Attn: **Tom Provine**

PROJECT DESCRIPTION

PROJECT NAME

The project consists of a DESCRIPTION

This is only a summary. See entire project documents for full scope of the project.

BIDDING REQUIREMENT SUMMARY

1. PROJECT TITLE: _____

2. PROJECT LOCATION: _____

3. BID OPENING DATE: _____ at _____
4. BID PLACE: Tehama County Administration
727 Oak Street, Room #202
Red Bluff, CA 96080
5. MANDATORY PRE BID MEETING:
PLACE: **Project Site**
6. BID SECURITY: 10% of maximum amount of bid
7. CONSTRUCTION TIME PERIOD: **Working Days (or Calendar)**
8. LICENSE REQUIREMENTS: Class _____
9. LIQUIDATED DAMAGES: \$_____ per day
10. LABOR AND MATERIALS PAYMENT BOND: 100% of the total bid
11. PERFORMANCE BOND: 100% of the total bid
12. PREVAILING WAGE RATES: Yes
13. BID VALID FOR: 60 Days
14. NON-REFUNDABLE DEPOSIT
FOR CONTRACT DOCUMENTS: \$_____
15. ESTIMATE OF CONSTRUCTION COSTS: \$_____
16. BUILDERS EXCHANGES ISSUED CONSTRUCTION DOCUMENTS:

Shasta Builders Exchange
5800 Airport Road
Redding, CA 96002
(530) 221-5556
(530) 221-2140 FAX

Valley Contractors Exchange
951 East 8th Street
Chico, CA 95928
(530) 343-1981
(530) 343-3503 FAX

Sacramento Builders Exchange
1331 T Street
Sacramento, CA 95814
(916) 442-8991
(916) 446-3117 FAX

Reed Construction Data
leah.dearce@cmdgroup.com
(770) 209-3396
(678) 680-0698

PROPOSAL BID FORMS

COUNTY OF TEHAMA

Board of Supervisors
County of Tehama
Red Bluff, CA

Board Members:

The undersigned bidder, _____
in accordance with the Notice to Contractors, hereby proposes and agrees to
furnish any and all services necessary to perform all Work required by the
Contract Documents for the:

including, but not limited to, furnishing all required labor, materials, taxes,
permits, insurance, bonds, transportation, scaffolding, equipment, facilities,
utilities, and incidentals.

If awarded the Contract, the undersigned hereby agrees that within ten (10)
working days after receipt of the Contract from the County, he will sign the
Contract in the required form, of which the Notice to Contractors, Instructions to
Bidders, Proposal, Bid Forms, Bonds, General and Supplementary Conditions,
Drawings, Specifications, and all Addenda issued prior to the opening of bids, are
a part.

The undersigned agrees to complete all work required under the Contract within
_____ working days, and accept in full payment the price named in the Bid
Proposal, which is bound herein and made a part of this proposal.

The undersigned declares that he has carefully checked all of the figures
submitted on the Bid Proposal and understands that the County will not be
responsible for errors or omissions on the part of the undersigned in making up
this bid.

Bidder hereby certifies that the Bidder has reviewed and understands the insurance coverage requirements and bonding requirements, as specified in the General Conditions, Article 5 – Bonds and Insurance. Should the Bidder be awarded the contract for the work, Bidder further certifies that the Bidder can meet the specified requirements for bonding and insurance, including insurance coverage of the subcontractors, and agrees to name the County of Tehama, its elected officials, officers, and employees as additional insured for the work specified. The undersigned agrees to secure the required insurance and bonds and submit them prior to or concurrent with the return of the signed Contract.

Accompanying this proposal is a "Cashier's Check", "Certified Check" or "Bidder's Bond", as the case may be, in an amount equal to at least ten percent (10%) of the total of the bid.

Name (print)

Representing (Firm)

Signature

Title

Business Address

Taxpayer I.D. No. _____

Contractor's License No. _____

Department of Industrial Relations (DIR) Registration No. _____

Receipt of the following Addenda is hereby acknowledged:

Addendum No. _____ Bidder's Initials _____

Addendum No. _____ Bidder's Initials _____

Addendum No. _____ Bidder's Initials _____

PROPOSAL FOR



The undersigned bidder hereby proposes and agrees to furnish any and all services necessary to perform all Work required by the Contract Documents:

Bid:

Furnish all labor, materials, taxes, insurance, bonds, transportation, equipment, facilities, utilities, and incidentals for the “” for the sum as listed below.

NOTE: The project will be awarded on the “Base Bid” amount, which includes but not limited to (Explain Base Bid components)

(Explain Alternate Bid components)

BASE BID _____ : (The project will be awarded on the Base Bid amount)

_____ dollars
(written numbers)

\$ _____
(figures)

ALTERNATE BID - _____ :

_____ dollars
(written numbers)

\$ _____
(figures)

TOTAL BID: (Base Bid + Alternate Bid)

_____ dollars
(written numbers)

\$ _____
(figures)

Bidder_____

Date_____

(TITLE OF PROJECT)

LIST OF SUBCONTRACTORS

Pursuant to Public Contract Code 4104, the undersigned bidder shall list the name and location of business of each Subcontractor who will perform work, labor or service to the bidder under this Contract in excess of one-half of one percent (1/2%) of the total amount shown in the bid, and shall also list the item or portions of the Work which will be done by such Subcontractor for any item or portion of Work to be performed.

LIST OF SUBCONTRACTORS:

All blanks below must be completed for each subcontractor. Failure to do so may cause your bid to be declared nonresponsive:

Subcontractor

Name: _____

Location of place of business: _____

License No. _____

DIR No. _____

Work to be done: _____

Subcontractor

Name: _____

Location of place of business: _____

License No. _____

DIR No. _____

Work to be done: _____

Subcontractor

Name: _____

Location of place of business: _____

License No. _____

DIR No. _____

Work to be done: _____

Subcontractor

Name: _____

Location of place of business: _____

License No. _____

DIR No. _____

Work to be done: _____

Subcontractor

Name: _____

Location of place of business: _____

License No. _____

DIR No. _____

Work to be done: _____

Subcontractor

Name: _____

Location of place of business: _____

License No. _____

DIR No. _____

Work to be done: _____

Subcontractor:

Name: _____

Location of place of business: _____

License No. _____

DIR No. _____

Work to be done: _____

No Contractor may perform work on a public works project with a Subcontractor who is ineligible to perform work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

(TITLE OF PROJECT)

INFORMATION REQUIRED OF BIDDERS

The bidder is required to supply the following information.

1. Firm Name _____
2. Representative _____
3. Title _____
4. Business Address _____
6. Telephone _____ Cell # _____ Fax # _____
7. Email Address _____
8. California Contractors License(s):
No(s). _____ Type(s) _____
9. California Department of Industrial Relations Registration No. _____

PROPOSAL BID FORMS

COUNTY OF TEHAMA

Board of Supervisors
County of Tehama
Red Bluff, CA

Board Members:

The undersigned bidder, _____
in accordance with the Notice to Contractors, hereby proposes and agrees to
furnish any and all services necessary to perform all Work required by the
Contract Documents for the:

xx Project

including, but not limited to, furnishing all required labor, materials, taxes,
permits, insurance, bonds, transportation, scaffolding, equipment, facilities,
utilities, and incidentals.

If awarded the Contract, the undersigned hereby agrees that within ten (10)
working days after receipt of the Contract from the County, he will sign the
Contract in the required form, of which the Notice to Contractors, Instructions to
Bidders, Proposal, Bid Forms, Bonds, General and Supplementary Conditions,
Drawings, Specifications, and all Addenda issued prior to the opening of bids, are
a part.

The undersigned agrees to complete all work required under the Contract within
30 calendar days, and accept in full payment the price named in the Bid
Proposal, which is bound herein and made a part of this proposal.

The undersigned declares that he has carefully checked all of the figures
submitted on the Bid Forms and understands that the County will not be
responsible for errors or omissions on the part of the undersigned in making up
this bid.

Bidder hereby certifies that the Bidder has reviewed and understands the insurance coverage requirements and bonding requirements, as specified in the General Conditions, Article 5 – Bonds and Insurance. Should the Bidder be awarded the contract for the work, Bidder further certifies that the Bidder can meet the specified requirements for bonding and insurance, including insurance coverage of the subcontractors, and agrees to name the County of Tehama, its elected officials, officers, and employees as additional insured for the work specified. The undersigned agrees to secure the required insurance and bonds and submit them prior to or concurrent with the return of the signed Contract.

Accompanying this proposal is a "Cashier's Check", "Certified Check" or "Bidder's Bond", as the case may be, in an amount equal to at least ten percent (10%) of the total of the bid.

Name (print)

Representing (Firm)

Signature

Title

Business Address

Taxpayer I.D. No. _____

Contractor's License No. _____

Department of Industrial Relations (DIR) Registration No. _____

Receipt of the following Addenda is hereby acknowledged:

Addendum No. _____ Bidder's Initials _____

Addendum No. _____ Bidder's Initials _____

Addendum No. _____ Bidder's Initials _____

PROPOSAL FOR

xx Project

The undersigned bidder hereby proposes and agrees to furnish any and all services necessary to perform all Work required by the Contract Documents:

Bid:

Furnish all labor, materials, taxes, insurance, bonds, transportation, equipment, facilities, utilities, and incidentals for the "xx Project" for the sum as listed below.

BID AMOUNT:

_____ dollars
(written numbers)

\$ _____
(figures)

Bidder _____

Date _____

xx Project

LIST OF SUBCONTRACTORS

Pursuant to Public Contract Code 4104, the undersigned bidder shall list the name and location of business of each Subcontractor who will perform work, labor or service to the bidder under this Contract in excess of one-half of one percent (1/2%) of the total amount shown in the bid, and shall also list the item or portions of the Work which will be done by such Subcontractor for any item or portion of Work to be performed.

LIST OF SUBCONTRACTORS:

All blanks below must be completed for each subcontractor. Failure to do so may cause your bid to be declared nonresponsive:

Subcontractor

Name: _____

Location of place of business: _____

License No. _____

DIR No. _____

Work to be done: _____

Subcontractor

Name: _____

Location of place of business: _____

License No. _____

DIR No. _____

Work to be done: _____

Subcontractor

Name: _____

Location of place of business: _____

License No. _____

DIR No. _____

Work to be done: _____

Subcontractor

Name: _____

Location of place of business: _____

License No. _____

DIR No. _____

Work to be done: _____

Subcontractor

Name: _____

Location of place of business: _____

License No. _____

DIR No. _____

Work to be done: _____

Subcontractor

Name: _____

Location of place of business: _____

License No. _____

DIR No. _____

Work to be done: _____

Subcontractor:

Name: _____

Location of place of business: _____

License No. _____

DIR No. _____

Work to be done: _____

No Contractor may perform work on a public works project with a Subcontractor who is ineligible to perform work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

xx Project

INFORMATION REQUIRED OF BIDDERS

The bidder is required to supply the following information.

1. Firm Name _____
2. Representative _____
3. Title _____
4. Business Address _____
6. Telephone _____ Cell # _____ Fax # _____
7. Email Address _____
8. California Contractors License(s):
No(s). _____ Type(s) _____
9. California Department of Industrial Relations Registration No. _____

**NON-COLLUSION AFFIDAVIT
COUNTY OF TEHAMA**

TO BE EXECUTED BY THE BIDDER AND SUBMITTED WITH THE BID

To: County of Tehama
State of California

_____ deposes and says that he or she is _____ (title)
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; 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, or of that of any other bidder, or 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.

(The above certificate must be signed and filed with the County along with the bid)

Signed _____ Date _____

BIDDER'S BOND
(Public Contract)

KNOW ALL MEN BY THESE PRESENTS: That as Principal _____ (herein called "Principal") and as surety _____ (hereinafter called "Surety" are held and firmly bound unto the **County of Tehama** (herein called the "Obligee"), in the just and full sum of ten percent (10%) of the total amount of the base bid submitted by Principal for the herein described work of improvement, which sum is Dollars (\$ _____) lawful money of the United States of America, for the payment of which, well and truly to be made, we hereby bind ourselves and our, and each of our, heirs, executors, administrators, successors, and assigns, jointly and severally firmly by these presents.

WHEREAS, Principal is bidding, or is about to bid, for the following described work of improvement, all in accordance with the Notice to Contractors and the Contract Documents for the project entitled:

"TITLE OF PROJECT"

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH THAT, if Obligee shall make an award to Principal for said work of improvement according to the terms of such bid, and Principal shall duly execute, or cause to be executed, and delivered to Obligee the Contract, bonds, and evidence of insurance coverage as, and within the time, required by the Contract Documents for the above-named project, which Contract Documents are incorporated herein by this reference, then this obligation shall be null and void; OTHERWISE, it shall remain in full force and effect, and if Obligee shall make such an award to Principal and Principal shall fail to execute, or caused to be executed and delivered to Obligee said instruments as required by the Contract Documents, then surety will pay Obligee the full sum of the bond.

No extension of time granted to the Principal and no change or alteration in any of the terms of the bid or bid requirement, whether made after notice or not, shall release or otherwise affect the obligations of Surety hereunder, and Surety waives notice of any such extension, change, or alteration. Surety, by the execution of this bond, represents and warrants that this bond has also been duly executed by Principal with proper authority, and Surety hereby waives any defense which it might have by reason of any failure of Principal to execute or properly execute this bond.

In the event suit is brought upon this bond by Obligee and judgment is recovered by Obligee, court costs, including reasonable attorneys' fees, shall be an additional obligation of this bond for which Principal and Surety shall be liable.

Signed and sealed the _____ day of _____, 20__.

PRINCIPAL (Notary Certificate Attached)

SURETY (Notary Certificate Attached)

NOTE TO SURETY COMPANY: The following form of acknowledgment should be used. If any other form of acknowledgment is used, there must be submitted a certified copy of unrevoked resolution of authority for the attorney-in-fact.

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

NOTARY ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF _____)

On _____, before me, _____, a Notary Public in
Name of Notary Public

and for said State, personally appeared _____,
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal

Signature of Notary Public

(SEAL)

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

NOTARY ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF _____)

On _____, before me, _____, a Notary Public in
Name of Notary Public

and for said State, personally appeared _____,
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal

Signature of Notary Public

(SEAL)

AGREEMENT FORM

THIS AGREEMENT, entered into as of _____, 20__, is between the **County of Tehama**, a public entity, organized and existing pursuant to the laws of the State of California (hereinafter called the "COUNTY") and _____, (hereinafter called the "Contractor"),

WHEREAS, the Contractor has been awarded the contract for the work hereafter mentioned:

“ _____ ”

WITNESSETH:

That the parties hereto mutually agree to the terms and conditions hereinafter set forth.

I. CONTRACT DOCUMENTS

The Items hereinafter enumerated as the Contract Documents shall form a part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. Work called for in any one Contract Document and not mentioned in another is to be performed and executed the same as if mentioned in all Contract Documents, the table of contents, titles, and headings contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect or limit the interpretations of the provisions to which they refer.

The "Contract Documents", sometimes also referred to as the Contract, consist of the completed Form of Proposal submitted by the Contractor to whom the Contract is awarded, the Instructions to Bidders insofar as they relate to events which will occur or actions to be taken after the submission of the Proposal, this Agreement to which the General Conditions are attached, the General Requirements, the Supplementary Conditions, the Drawings and Specifications and any modifications of any of the foregoing in the form of addenda or otherwise effected in accordance with the terms of the Contract.

The sections of the COUNTY's Specifications and the titles of the Drawings, with their assigned numbers and their date of issue, are listed in the Contract Documents.

II. DEFINITIONS

Unless otherwise specifically provided herein, all words and phrases defined in the General Conditions shall have the same meaning and intent in this Agreement.

III. SCOPE OF THE CONTRACT

The Contractor shall perform, within the time stipulated, the Contract as herein defined, and shall furnish all labor, tools, equipment, apparatus, facilities, labor and material and transportation necessary to perform and complete in a good workmanlike manner to the satisfaction of the COUNTY, all the work called for, and in the manner designated in, and in strict conformity with, the Contract Documents entitled: "Tehama County Agricultural Center."

IV. CONTRACT PRICE

The COUNTY agrees to pay and the Contractor agrees to accept, in full payment for the work included in the Bid the total sum of:

_____ (\$ _____).
(spell out)

V. CONTRACT TIME, COMPLETION, AND CHANGES

A. Notice to Proceed

Within 60 days of the opening of bids the successful low bidder will be authorized by written notice to proceed with the work. The bidder shall have no claim against the COUNTY, or its officers, employees, agents, consultants, project manager or architect because of failure to issue the Notice to Proceed.

B. Commencement and Prosecution of Work

The Contractor shall commence the work on or before 10 days from and after the date specified in the written "Notice to Proceed," and will diligently prosecute the work to final completion. Said Notice to Proceed shall be issued following execution of the Agreement, the filing by the Contractor of the required bonds and proof of insurance. The continuous prosecution of work by the Contractor shall be subject only to delays as defined in this section of this Agreement.

C. Time of Completion

The entire work shall be brought to substantial completion in the manner provided for in the Contract Documents in a period of ____ working days (or calendar days) from and after the date assigned in the Notice to Proceed. The date, 180 working days (or calendar days) from and after the date of the Notice to Proceed shall be hereinafter called the "Estimated Completion Date" unless extensions of time are granted in accordance with the Contract Documents for Category A or B Delays as defined in this section of this Agreement. Failure to substantially complete the work within the above times and in the manner provided for by the Contract Documents shall subject the Contractor to liquidated damages as hereinafter stipulated in this Agreement. Time is and shall be of the essence in these Contract Documents.

D. Changes in the Work

Changes in the work made and extensions of time of completion made necessary by reason thereof shall not in any way release any guarantee given by the Contractor pursuant to the provision of the Contract Documents, or the contract let hereunder, nor shall such changes in the work relieve or release the Sureties on bonds executed pursuant to the said provisions. The Sureties, in executing such bonds, shall be deemed to have expressly agreed to any such change in the work and to any extension of time made by reason thereof. The COUNTY agrees that no changes in the work shall be ordered which will necessitate an extension of the substantial completion time beyond the fixed completion date.

E. Extensions of Time

In the event it is deemed necessary by the COUNTY to extend the time of substantial completion of the work to be done under this contract beyond any required dates of completion herein specified, such extensions shall in no way release any guarantee given by the Contractor pursuant to the provisions of the Contract Documents, or the contract let hereunder, nor shall such extension of time relieve or release the sureties on the bonds executed pursuant to said provisions. The sureties in executing such bonds shall be deemed to have expressly agreed to any such extension of time. The amount of time allowed in any Extension of Time shall be limited to the period of the delay-giving rise to the same as determined by the COUNTY.

F. Prevailing Wages

Pursuant to Section 1770 et seq. of the Labor Code the Contractor for the work will be required to pay, at least, the general prevailing wage rates as determined by the Director of the Department of Industrial Relations of the State of California. Questions pertaining to the general prevailing wage rates should be directed to the Division of Labor Statistics and Research, P.O. Box 603, San Francisco, CA 94101, Ph. (415) 703-4774.

G. Category A Delays

For the purpose of these Contract Documents, the term "Category A Delays" shall mean, and is limited to, delays caused directly by acts of God; acts of the public enemy; fire, riots, insurrections; epidemics; quarantine restrictions; strikes; lockouts; sit-downs; acts of a governmental agency; priorities or privileges established for the manufacture, assembly or allotment of materials necessary in the construction of the work by order, decree or otherwise of the United States or by any department, bureau, commission, committee, agent, or administrator of any legally constituted public authority; changes in the work ordered by the COUNTY insofar as they necessarily require additional time in which to substantially complete the work; the prevention by the COUNTY of the Contractor from commencing or prosecuting the work because of the acts of others, excepting the Contractor's subcontractors; or the prevention of the Contractor from commencing or prosecuting the work because of a city-wide failure of public utility service.

Inclement weather shall not be a prima facie reason for the granting of an extension of time, and the Contractor shall make every effort to continue work under

prevailing conditions. The COUNTY may, however, grant an extension of time if an unavoidable delay as a result of inclement weather in fact occurs, and such shall then be classified as a "Category A Delay".

The term "Category A Delay" shall specifically not include (i) any delay which could have been avoided by the exercise of care, prudence, foresight and diligence on the part of the Contractor; (ii) any delay in the prosecution of parts of the work, which may in itself be unavoidable but which does not necessarily prevent or delay the prosecution of other parts of the work, nor substantial completion of the whole work within the time specified; (iii) any reasonable delay resulting from time required by the COUNTY for review of plans submitted by the Contractor and for the making of surveys, measurements and inspection; and (iv) any delay arising from an interruption in the prosecution of the work on account of the reasonable interference from other contractors employed by the COUNTY which does not necessarily prevent the completion of the whole work within the time specified.

H. Category B Delays

For the purposes of these Contract Documents, the term "Category B Delays" shall mean delays caused directly by loss or damage to the project caused by the perils covered by the Builder's Risk insurance provided for by the Agreement or by any war declared by an enactment of the Congress of the United States of America.

VI LIQUIDATED DAMAGES

The provisions for Liquidated Damages appearing in the General Conditions, Article 12, are incorporated by reference as if fully set forth herein. Liquidated damages of \$ _____ per day will be charged the Contractor for each day of delay beyond the substantial completion date.

VII NOTICE OF DELAY

The Contractor shall promptly notify the COUNTY in writing of any anticipated delay in the prosecution of the work, and, in any event, promptly upon the occurrence of a delay. Said notice shall constitute an application for an extension of contract time only if it is in compliance with the provisions of Article 12. Failure by the Contractor to make a timely request will result in a waiver of the right to such extension. Contractor shall take notice of General Conditions, Article 12, affecting the time period in which to claim an extension of the contract time for physical conditions and limitations set forth in the General Conditions, Article 12. The COUNTY may take steps to prevent the occurrence of continuance of the delay and/or may determine to what extent the completion of the work is delayed thereby.

VIII NO WAIVER OF RIGHTS

Neither the inspection by the COUNTY or its agents, nor any order or certificate for the payment of money, nor any payment for, nor acceptance of the whole or any part of the work by the COUNTY, nor any extensions of time, nor any position taken by the COUNTY or its agents shall operate as a waiver of any provision of this Contract, or of any power herein reserved to the COUNTY or any right to damage herein provided, nor shall any waiver of any breach of this Contract be held to be a waiver of any other or

subsequent breach. All remedies provided in this Contract shall be taken and construed as cumulative, that is in addition to each and every other remedy herein provided; and the COUNTY shall have any and all equitable and legal remedies which it would in any case have.

IX CALIFORNIA GREEN BUILDING CODE

Contractor shall comply with the provisions of the "California Green Building Code Requirements for New Construction" attached hereto as Exhibit "A." Immediately upon execution of this agreement, and before receiving the Notice to proceed, Contractor shall complete the Green Building Code Waste Management Plan and obtain approval of the Plan from the Tehama County/Red Bluff Landfill Management Agency.

X AGREEMENT CONTROLS

In the event of a conflict between the Contract Documents, the conflict shall be resolved by giving precedence in the following order: (1) This Agreement Form, including Exhibit A, CA Green Building Code Requirements; (2) the General Conditions and General Requirements; (3) the Supplementary Conditions; (4) the Notice to Contractors; (5) the Instructions to Bidders; (6) the Technical Specifications text; (7) the Drawings (Plans).

CERTIFICATION

COUNTY:

BY: _____ DATED _____
CHAIR, TEHAMA COUNTY
BOARD OF SUPERVISORS

CONTRACTOR

BY: _____ DATED _____
Contractor

Approved as to form:

County Counsel

AGREEMENT FORM

THIS AGREEMENT, entered into as of _____, 20__, is between the **County of Tehama**, a public entity, organized and existing pursuant to the laws of the State of California (hereinafter called the "COUNTY") and _____, (hereinafter called the "Contractor"),

WHEREAS, the Contractor has been awarded the contract for the work hereafter mentioned:

“ _____ ”

WITNESSETH:

That the parties hereto mutually agree to the terms and conditions hereinafter set forth.

I. CONTRACT DOCUMENTS

The Items hereinafter enumerated as the Contract Documents shall form a part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. Work called for in any one Contract Document and not mentioned in another is to be performed and executed the same as if mentioned in all Contract Documents, the table of contents, titles, and headings contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect or limit the interpretations of the provisions to which they refer.

The "Contract Documents", sometimes also referred to as the Contract, consist of the completed Form of Proposal submitted by the Contractor to whom the Contract is awarded, the Instructions to Bidders insofar as they relate to events which will occur or actions to be taken after the submission of the Proposal, this Agreement to which the General Conditions are attached, the General Requirements, the Supplementary Conditions, the Drawings and Specifications and any modifications of any of the foregoing in the form of addenda or otherwise effected in accordance with the terms of the Contract.

The sections of the COUNTY's Specifications and the titles of the Drawings, with their assigned numbers and their date of issue, are listed in the Contract Documents.

II. DEFINITIONS

Unless otherwise specifically provided herein, all words and phrases defined in the General Conditions shall have the same meaning and intent in this Agreement.

III. SCOPE OF THE CONTRACT

The Contractor shall perform, within the time stipulated, the Contract as herein defined, and shall furnish all labor, tools, equipment, apparatus, facilities, labor and material and transportation necessary to perform and complete in a good workmanlike manner to the satisfaction of the COUNTY, all the work called for, and in the manner designated in, and in strict conformity with, the Contract Documents entitled:

“_____”, including Additive Alternate No.(s)_____.

IV. CONTRACT PRICE

BASE BID PRICE:

The COUNTY agrees to pay and the Contractor agrees to accept, in full payment for the work included in the bid for the sum of:

_____ (\$ _____).
(spell out) (figures)

In the event that the County issues a change order for work not covered by the contract documents, Contractor's compensation for that change order shall be determined in accordance with the "Unit Price" rates set forth on **page 5** of Contractor's "Proposal Bid Forms".

V. CONTRACT TIME, COMPLETION, AND CHANGES

A. Notice to Proceed

Within 60 days of the opening of bids the successful low bidder will be authorized by written notice to proceed with the work. The bidder shall have no claim against the COUNTY, or its officers, employees, agents, consultants, project manager or architect because of failure to issue the Notice to Proceed.

B. Commencement and Prosecution of Work

The Contractor shall commence the work on or before 10 days from and after the date specified in the written "Notice to Proceed," and will diligently prosecute the work to final completion. Said Notice to Proceed shall be issued following execution of the Agreement, the filing by the Contractor of the required bonds and proof of insurance. The continuous prosecution of work by the Contractor shall be subject only to delays as defined in this section of this Agreement.

C. Time of Completion

The entire work shall be brought to substantial completion in the manner provided for in the Contract Documents in a period of ____ working days from and after the date assigned in the Notice to Proceed. The date, ____ working days from and after the date of the Notice to Proceed shall be hereinafter called the "Estimated Completion Date" unless extensions of time are granted in accordance with the Contract Documents for Category A or B Delays as defined in this section of this Agreement. Failure to substantially complete the work within the above times and in the manner provided for

by the Contract Documents shall subject the Contractor to liquidated damages as hereinafter stipulated in this Agreement. Time is and shall be of the essence in these Contract Documents.

D. Changes in the Work

Changes in the work made and extensions of time of completion made necessary by reason thereof shall not in any way release any guarantee given by the Contractor pursuant to the provision of the Contract Documents, or the contract let hereunder, nor shall such changes in the work relieve or release the Sureties on bonds executed pursuant to the said provisions. The Sureties, in executing such bonds, shall be deemed to have expressly agreed to any such change in the work and to any extension of time made by reason thereof. The COUNTY agrees that no changes in the work shall be ordered which will necessitate an extension of the substantial completion time beyond the fixed completion date.

E. Extensions of Time

In the event it is deemed necessary by the COUNTY to extend the time of substantial completion of the work to be done under this contract beyond any required dates of completion herein specified, such extensions shall in no way release any guarantee given by the Contractor pursuant to the provisions of the Contract Documents, or the contract let hereunder, nor shall such extension of time relieve or release the sureties on the bonds executed pursuant to said provisions. The sureties in executing such bonds shall be deemed to have expressly agreed to any such extension of time. The amount of time allowed in any Extension of Time shall be limited to the period of the delay-giving rise to the same as determined by the COUNTY.

F. Prevailing Wages

Pursuant to Section 1770 et seq. of the Labor Code the Contractor for the work will be required to pay, at least, the general prevailing wage rates as determined by the Director of the Department of Industrial Relations of the State of California. Questions pertaining to the general prevailing wage rates should be directed to the Division of Labor Statistics and Research, P.O. Box 603, San Francisco, CA 94101, Ph. (415) 703-4774.

G. Category A Delays

For the purpose of these Contract Documents, the term "Category A Delays" shall mean, and is limited to, delays caused directly by acts of God; acts of the public enemy; fire, riots, insurrections; epidemics; quarantine restrictions; strikes; lockouts; sit-downs; acts of a governmental agency; priorities or privileges established for the manufacture, assembly or allotment of materials necessary in the construction of the work by order, decree or otherwise of the United States or by any department, bureau, commission, committee, agent, or administrator of any legally constituted public authority; changes in the work ordered by the COUNTY insofar as they necessarily require additional time in which to substantially complete the work; the prevention by the

COUNTY of the Contractor from commencing or prosecuting the work because of the acts of others, excepting the Contractor's subcontractors; or the prevention of the Contractor from commencing or prosecuting the work because of a city-wide failure of public utility service.

Inclement weather shall not be a prima facie reason for the granting of an extension of time, and the Contractor shall make every effort to continue work under prevailing conditions. The COUNTY may, however, grant an extension of time if an unavoidable delay as a result of inclement weather in fact occurs, and such shall then be classified as a "Category A Delay".

The term "Category A Delay" shall specifically not include (i) any delay which could have been avoided by the exercise of care, prudence, foresight and diligence on the part of the Contractor; (ii) any delay in the prosecution of parts of the work, which may in itself be unavoidable but which does not necessarily prevent or delay the prosecution of other parts of the work, nor substantial completion of the whole work within the time specified; (iii) any reasonable delay resulting from time required by the COUNTY for review of plans submitted by the Contractor and for the making of surveys, measurements and inspection; and (iv) any delay arising from an interruption in the prosecution of the work on account of the reasonable interference from other contractors employed by the COUNTY which does not necessarily prevent the completion of the whole work within the time specified.

H. Category B Delays

For the purposes of these Contract Documents, the term "Category B Delays" shall mean delays caused directly by loss or damage to the project caused by the perils covered by the Builder's Risk insurance provided for by the Agreement or by any war declared by an enactment of the Congress of the United States of America.

VI LIQUIDATED DAMAGES

The provisions for Liquidated Damages appearing in the General Conditions, Article 12, are incorporated by reference as if fully set forth herein. Liquidated damages of \$.00 per day will be charged the Contractor for each day of delay beyond the substantial completion date.

VII NOTICE OF DELAY

The Contractor shall promptly notify the COUNTY in writing of any anticipated delay in the prosecution of the work, and, in any event, promptly upon the occurrence of a delay. Said notice shall constitute an application for an extension of contract time only if it is in compliance with the provisions of Article 12. Failure by the Contractor to make a timely request will result in a waiver of the right to such extension. Contractor shall take notice of General Conditions, Article 12, affecting the time period in which to claim an extension of the contract time for physical conditions and limitations set forth in the General Conditions, Article 12. The COUNTY may take steps to prevent the occurrence of continuance of the delay and/or may determine to what extent the completion of the work is delayed thereby.

VIII NO WAIVER OF RIGHTS

Neither the inspection by the COUNTY or its agents, nor any order or certificate for the payment of money, nor any payment for, nor acceptance of the whole or any part of the work by the COUNTY, nor any extensions of time, nor any position taken by the COUNTY or its agents shall operate as a waiver of any provision of this Contract, or of any power herein reserved to the COUNTY or any right to damage herein provided, nor shall any waiver of any breach of this Contract be held to be a waiver of any other or subsequent breach. All remedies provided in this Contract shall be taken and construed as cumulative, that is in addition to each and every other remedy herein provided; and the COUNTY shall have any and all equitable and legal remedies which it would in any case have.

IX AGREEMENT CONTROLS

In the event of a conflict between the Contract Documents, the conflict shall be resolved by giving precedence in the following order: (1) This Agreement Form; (2) the General Conditions and General Requirements; (3) the Supplementary Conditions; (4) the Notice to Contractors; (5) the Instructions to Bidders; (6) the Technical Specifications text; (7) the Drawings (Plans).

CERTIFICATION

COUNTY:

BY: _____ DATED _____
CHAIR, TEHAMA COUNTY
BOARD OF SUPERVISORS

CONTRACTOR

BY: _____ DATED _____
Contractor

Approved as to form:

County Counsel

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: That, WHEREAS, the COUNTY OF TEHAMA (hereinafter called "County"), has conditionally awarded to (here insert full name and address or legal title of Contractor)

As Principal (hereinafter called "Contractor") a Contract for the "_____", in the said Tehama County, in accordance with and consisting in part of plans and specifications prepared by the County of Tehama, at 727 Oak Street, Red Bluff, CA 96080 which Contract also consists of all other parts of the Contract Documents for said project, which Contract is made a part hereof by reference, and is hereinafter referred to as the Contract, and WHEREAS said Contractor is required under the terms of said Contract to furnish a bond for the Faithful Performance of said Contract,

NOW, THEREFORE, we the Contractor and (here insert full name and address or legal title of Surety)

as Surety (hereinafter called "Surety") are held and firmly bound unto County of Tehama, California (hereinafter called "County") in the sum of _____ Dollars (\$ _____), in lawful money of the United States, for the payment of which sum well and truly to be made Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, unless the above bounden Contractor, his heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and will and truly keep and perform the covenants, conditions and agreements in additions or alterations thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless County, Architect and their employees and their consultants, and their agents, as therein stipulated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Contractor agrees not to assign this Contract except upon the written consent and approval of the County or their successor and assigns.

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

The Principal and Surety do hereby represent, warranty and guarantee, that the Surety is an "Admitted surety" as that term is, or may be, defined by California statute, regulation or the Department of Insurance.

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

SIGNED AND SEALED THIS _____ day of _____, 20_____.

Print name of Contractor

By _____
Signature

Title of Signer

Surety Name

By _____
Attorney-in-Fact
(Acknowledgment by Notary Public required)

Title

(SURETY SEAL)

NOTE TO SURETY COMPANY:

The following form of acknowledgment shall be used. If any other form of acknowledgment is used, there must be submitted a certified copy of unrevoked resolution of authority for the attorney-in-fact for each bond issued.

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

NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA)

) ss.

COUNTY OF _____))

On _____, before me, _____, a
Name of Notary Public

Notary Public in and for said State, personally appeared _____,
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal

Notary Public

(SEAL)

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That WHEREAS, the COUNTY of TEHAMA has awarded to (here insert the full name and address or legal title of Contractor)

hereinafter called "Contractor") a Contract for "[REDACTED]", in the said Tehama County, in accordance with and consisting in part of plans and specifications prepared by [REDACTED], which Contract also consists of all other parts of the Contract Documents for said project, which Contract is made a part hereof by reference, and is hereinafter referred to as the Contract, and WHEREAS said Contractor is required under the terms of said Contract to furnish a bond in connection with said contract, providing that if said Contractor, or any of his subcontractors, shall fail to pay for any materials, provisions, pro vendor or other supplies, or equipment used, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, then the Surety on this Bond will pay for the same in an amount not exceeding the sum specified in this Bond, and also, in case suit is brought upon the Bond, a reasonable attorney's fee to be fixed by the Court.

NOW, THEREFORE, we the Contractor and (here insert full name and address or legal title of Surety)

as Surety (hereinafter called "Surety") are held and firmly bound unto the County of Tehama, California (hereinafter called "County") in the sum of _____ Dollars (\$ _____), in lawful money of the United States, for the payment of which sum, well and truly to be made, Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if said Contractor, his heirs, executors, administrators, successors or assigns, or his subcontractors, shall fail to pay for any materials, provisions, provender or other supplies, or equipment used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or shall fail to pay any other amount due to any person named in Section 9100 of the Civil Code, or shall fail to pay any amounts due under the Unemployment Insurance Act with respect to such work or labor performed by any such person, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his/her subcontractors pursuant to Section 18664 of the Revenue and Taxation Code, with respect to such work and labor, then the Surety on this Bond will pay for the same, in an amount not exceeding the sum specified in this Bond, and also, in case suit is brought upon this Bond, a reasonable attorney's fee to be fixed by the Court.

This Bond shall insure to the benefit of any and all persons, companies, corporations, political subdivisions and State agencies, entitled to file claims under the provisions of Section 9100 of the Civil Code of the State of California, as now in effect and as the same may be amended or superseded from time to time, so as to give a right of action to them, or their assigns, if any suit is brought upon this Bond.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its

obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

The Principal and Surety do hereby represent, warranty and guarantee, the Surety is an "Admitted Surety" as that term is, or may be defined by California statute, regulation or the Department of Insurance.

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

SIGNED AND SEALED THIS _____ day of _____, 20_____

Print name of Contractor

By _____
Signature

Title of Signer

Surety Name

By _____
Attorney-in-Fact
(Acknowledgment by Notary Public required)

Title

(SURETY SEAL)

NOTE TO SURETY COMPANY:

The following form of acknowledgment shall be used. If any other form of acknowledgment is used, there must be submitted a certified copy of unrevoked resolution of authority for the attorney-in-fact for each bond issued.

(SEAL)

Instructions for Complying with CA Green Building Code Requirements for New Construction, Non-Residential and Residential Additions and Alterations

The California Green Building Code (Green Building Code) requires at least 50% of jobsite debris generated by projects be recycled, reused or otherwise diverted from landfill disposal for:

1. All New Construction,
2. Residential additions or alterations where the addition or alteration increases the building's conditioned area, volume, or size, and
3. Non-Residential additions and alterations of 1,000 square feet or greater, and/or building alterations with a permit valuation of \$200,000 or above (for occupancies within the authority of California Building Standards Commission).

To comply with the Green Building Code the permit holder shall:

1. Submit a completed Waste Management Plan prior to issuance of a building or demolition permit.
2. Submit a completed Waste Management Plan Final Report within 30 days after project completion.
3. Demonstrate that at least 50% (by weight or volume, not both) of jobsite debris was diverted from disposal in a landfill by providing receipts and/or gate tags from all facilities and service providers used for recycling, reuse and disposal of jobsite debris.

Waste Management Plan

Complete the Waste Management Plan form to:

1. Indicate the types of debris expected to be generated from the project (lumber, dry wall, metal, inerts, cardboard, etc). Use the "other" line to write materials not listed. (fixtures, carpet, etc.)
2. Specify whether each material will be recycled, reused or disposed by checking the designated box.
3. Provide the name of each facility or service provider to be used to manage each type of debris. (if a commodity is to be reused on site, like dirt, so state)

Example		(2)		
MATERIAL (1)	Reuse	Recycle	Dispose	FACILITIES/SERVICE PROVIDERS TO BE USED (3)
Inerts	X			On site reuse of dirt, concrete
Lumber		X		ABC Disposal Co. – To TC/RB Landfill wood pile
Plant/Tree Debris		X		Acme Tree Service – grind up for mulch
Dry Wall			X	ABC Disposal Co. - Small pieces not suitable for reuse/recycling (see Mixed Waste)
Metal		X		XYZ Scrap Metal Co. – Separate bin on site
Cardboard		X		ABC Disposal Co. – Separate bin on site
Other: Mixed Waste			X	ABC Disposal Co. – Other debris to TC/RB Landfill.
Other: Fixtures	X			Habitat for Humanity – Lighting & plumbing fixtures

Submit completed Waste Management Plan to the Tehama County/Red Bluff Landfill Management Agency (in person or via certified mail) before debris is removed from jobsite.

The party securing the construction and/or demolition permit must sign the Waste Management Plan. Their signature serves as an acknowledgement that they understand the requirements of the Green Building Code, including demonstrating achievement of the

diversion requirement, and that the permit holder is responsible for the actions of their contractors, subcontractors and other agents with regard to all the requirements. A Waste Management Plan will not be approved if it does not provide all of the information required. The Agency Manager of the Tehama County/Red Bluff Landfill Management Agency will make a recommendation to the local Building Official to either approve or disapprove of the Waste Management Plan. The local Building Official, as the Enforcement Agency, will make the final determination of plan approval. If the Waste Management plan is not approved, the local Building Official shall notify the permit holder with suggested revisions. If circumstances are such that the applicant believes it is not feasible to attain a 50% diversion level, then the applicant can submit in writing, a request for an exemption or revision of the 50% diversion requirement.

Waste Management Plan Final Report

Complete the Waste Management Plan Final Report form to:

- Indicate the types of debris that were actually generated from the project
- Provide the quantity of each type of material (by weight)
- Specify whether each material type was reused, recycled or disposed
- Provide the name of each facility or service that was actually used to reuse, recycle or dispose of each type of debris material
- Attach copies of receipts or gate tags for all materials to verify their destination or use
- provide any additional information (including photographs) that the permit holder believes is relevant to determining compliance with the ordinance requirements

Within 30 days of completion of the project, the permit holder shall submit the completed Waste Management Plan Final Report (in person or via certified mail) and the required documentation to the Tehama County/Red Bluff Landfill Management Agency to demonstrate achievement of the diversion requirement.

All construction and demolition debris should be weighed using scales. When weighing is not practical due to small size or other considerations, a volumetric conversion may be used. CalRecycle Conversion tables can be accessed at:

<http://www.ciwmb.ca.gov/LGLibrary/dsg/Appendix.htm#Conversion>

The Waste Management Plan Final Report will be reviewed and determination made whether the permit holder achieved the diversion requirement for the project and has demonstrated compliance. The report will be returned to the permit holder no later than 30 days indicating if the project either: fulfilled compliance, did not fulfill compliance or if more information is required.

COMPLETED PLANS & REPORTS MUST BE SUBMITTED TO:

Tehama County/Red Bluff Landfill Management Agency
19995 Plymire Rd.
Red Bluff, CA 96080

Questions?

Questions regarding the Green Building Code can be directed to:

Landfill Agency Manager
Tehama County/Red Bluff Landfill Management Agency
19995 Plymire Rd.

Construction Waste Management Plan Tips:

Please Contact the Tehama County/Red Bluff Landfill Management Agency for a copy of the "Construction and Demolition Debris Reuse and Recycling Program" Brochure. The brochure outlines the following:

- Covered Project
- Items that need to be separated
- Tips on How to Separate Construction and Demolition Materials
- Useful Websites
- Locations that accept the following:
 - Dimensional Lumber and wood waste,
 - Roofing materials,
 - Vegetative Waste/Soil
 - Brick
 - Concrete and Asphalt
 - Scrap Metal
 - Cardboard

Please note the following:

- Segregated loads of clean asphalt, concrete, brick, and dirt/soil up to 5 cubic yards are accepted free of charge at the Tehama County/Red Bluff Landfill. Dirt/soil does not contribute to the diversion requirement or LEED credit.
- It is recommended that construction sites place separate containers for employee food waste. Construction and Demolition materials contaminated with food waste can not be recycled/salvaged and will not contribute to the diversion requirement. Beverages and other liquid wastes can be particularly harmful to materials that may absorb these products, eliminating their ability to be recycled.
- Treated wood is not accepted at the Tehama County/Red Bluff Landfill.
- Metal is accepted at a reduced tipping fee at the Tehama County/Red Bluff Landfill. Other locations may accept it for free or even pay for it.
- Segregated loads of cardboard are accepted free of charge at the Tehama County/Red Bluff Landfill.
- The CA Green Building Code requires 50 % diversion for new residential and non-residential construction projects. The Green Building Code does not require 50% diversion for demolition projects.
- LEED certification requires at a minimum 50% diversion for construction and demolition projects. This is a voluntary certification program.
- The City of Red Bluff requires all construction and demolition projects greater than or equal to 5,000ft.² and city-sponsored projects greater than or equal to 500 ft.² divert 50% of their waste stream.

**TEHAMA COUNTY/RED BLUFF LANDFILL MANAGEMENT AGENCY
GREEN BUILDING CODE WASTE MANAGEMENT PLAN:**

Pre-Construction Plan form

APN: _____ Building Permit # _____

Owner Name: _____

Owner Mailing Address: _____ Owner Phone: (____) _____

Jobsite Address: _____ Project Sq. Ft.: _____ Project Type: D Construction D Remodel/ Alteration

Jobsite Contact: _____ Company: _____ Jobsite Phone: (____) _____

Brief description of project: _____ Diversion Goal: _____%
(must be at least 50%)

By signing below, I acknowledge that I am responsible for complying with the Green Building Code Waste Management Plan.

Applicant:

(Owner / Contractor) Signature: _____ Date: _____

(Circle)

(2)

MATERIAL (1)	Reuse	Recycle	Dispose	FACILITIES/SERVICE PROVIDERS TO BE USED (3)
Inert Material (Concrete, asphalt, dirt)				
Lumber				
Plant/Tree Debris				
Dry Wall				
Metal				
Cardboard				
Other: _____				
Total				

Waste Management Plan recommended for approval : _____ Yes _____ No _____ Date: _____

Agency Mgr. Signature

Please refer to the Tehama County Recycling Directory (AT&T Yellow Pages) for local recycling service providers.

Also, refer to the Tehama County/Red Bluff Landfill website at: www.tehamacountylandfill.com. Answers to questions regarding this form and additional information can be found by calling (530) 528-1103.

Submit completed form in person or by certified mail to:

Tehama County/Red Bluff Landfill Management Agency

Attn: Agency Manager

19995 Plymire Rd.

Red Bluff, CA 96080

TEHAMA COUNTY/RED BLUFF LANDFILL MANAGEMENT AGENCY GREEN BUILDING CODE WASTE MANAGEMENT PLAN FINAL REPORT

Final inspection will not be scheduled until completed report submitted

Submit completed form in person or by certified mail to:
Tehama County/Red Bluff Landfill Management Agency
Attn: Agency Manager
19995 Plymire Rd.
Red Bluff, CA 96080

APN: _____ Building Permit # _____

Owner Name: _____ Owner Phone: (____) _____

Jobsite Address: _____ Project Type: D Construction D Remodel or Alteration Project Sq. Ft.: _____

Jobsite Contact: _____ Company: _____ Jobsite Phone: (____) _____

MATERIAL	Reuse Tonnage	Recycle Tonnage	Disposal Tonnage	ACTUAL FACILITIES/SERVICE PROVIDERS USED
Inert Material (Concrete, asphalt, dirt)				
Lumber				
Plant/Tree Debris				
Dry Wall				
Metal				
Cardboard				
Other: _____				
Other: _____				

Total tons of material disposed of (not recycled or reused) _____

Total tons of material not disposed (either recycled or reused) _____

Percent recycled/reused _____%

Please sign indicating that the above information is true and correct to the best of your knowledge:

(Owner or Contractor): _____ Date: _____

Circle which

Final Report returned with comments: _____ (Initial) Date: _____

Final Report recommended for approval : Yes No Date: _____

Agency Mgr. Signature

Attach copies of weight receipts, gate tags, or other verifying information for all materials that were reused, recycled or disposed.

Please note the following Solid Waste Conversion Factors:

Material	Density (lbs/cy)
Cardboard	100
Gypsum Wallboard	500
Mixed Waste	350
Rubble	1,400
Steel	1,000
Wood	300

GENERAL CONDITIONS

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ARTICLE 1 - DEFINITIONS

Whenever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

- 1.1 Agreement - The written and signed contract between the County and the General Contractor that is entitled "Agreement."
- 1.2 Application for Payment - The form furnished by the County to be used by the Contractor in requesting progress payment. This includes the schedule of values and an affidavit of Contractor that progress payments received on account of the work have been applied by Contractor to discharge in full all of the Contractor's obligations as reflected in prior Applications for Payment and otherwise.
- 1.3 Architect - The person licensed by the State of California (architect or engineer) who is fully responsible for the Contract Drawings and Project Manual, Addenda and modifications.
- 1.4 Bid - The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the work to be performed.
- 1.5 Bidder - Any person, firm or corporation, licensed in the State of California, submitting a bid for the work.
- 1.6 Bonds - Bid, performance, and *labor and material* payment bonds and other instruments of security, including lien and stop-notice bonds, furnished by the Contractor and his Surety in accordance with the Contract Documents.
- 1.7 Calendar Day (or "Day") - A day of twenty-four hours measured from one midnight to the next midnight, Pacific time. Unless otherwise indicated, a "day" shall mean a calendar day.
- 1.8 Change Order - A written order, issued by the Project Manager to Contractor, signed by the Project Manager, Architect and County authorizing an addition, deletion or revision in the work, or an adjustment in the contract price or the contract time.
- 1.9 Contract Completion Date - The date established in the Contract Documents for the completion of the construction phase of the project, namely, the Estimated Completion Date and Fixed Completion Date.
- 1.10 Contractor - The person, firm or corporation with whom County has executed the Agreement and who is fully responsible for the performance of the work.
- 1.11 Contract Documents - The Agreement, Addenda, Contractor's Bid, the Bonds, and Notice of Award, these General Conditions, Supplementary Conditions, Specifications, Plans, Drawings and Modifications. The Contract Documents form the Contract for Construction. This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be modified or amended only by a Modification as defined in these General Conditions.
- 1.12 Contract Price - The total amount stated in the Agreement as payable to Contractor for the performance of the work under the Contract Documents, including authorized adjustments thereto.
- 1.13 Contract Time - The total amount stated in the Agreement for the completion of the work.
- 1.14 County - County of Tehama, a public entity organized and existing pursuant to the laws of the State of California and the Owner of the Project.

- 1.15 Drawings - The drawings and/or plans which show the character and scope of the work to be performed, and which have been prepared or approved by the Architect and are referred to in the Contract Documents.
- 1.16 Field Order - A written order issued by the Project Manager which clarifies or interprets the Contract Documents in accordance with paragraph 9.2, or orders minor changes in the work in accordance with paragraph 11.3.
- 1.17 Furnish - To "supply and deliver to the Project site, ready for unloading, unpacking, assembly, installation, and similar operations."
- 1.18 General Conditions - That part of the Contract Documents which sets forth many of the rights, responsibilities and relationships of the parties involved or of the contract.
- 1.19 General Requirements - The General Requirements are contained in Division 1 of the Specifications in these Contract Documents. The General Requirements are the administrative functions which the Contractor is bound to perform by the Contract.
- 1.20 Inspector - An authorized representative of the Tehama County who is assigned to make a detailed inspection of any or all portions of the work or materials thereof.
- 1.21 Install - Describes operations at project site including the actual "unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations."
- 1.22 Instructions to Bidders - That part of the Bidding Requirements which contain the format of the bid, and the availability of the Contract Documents.
- 1.23 Notice of Award - The written notification to the Contractor, from the Owner, of the Owner's intent to execute the Contract.
- 1.24 Notice to Bidders - A notice contained in the Bidding Requirements informing prospective bidders of the opportunity to submit bids on a project and setting forth the procedures for doing so.
- 1.25 Notice to Proceed - The written notice given by the County to Contractor fixing the date on which Contractor shall start to perform his obligations under the Contract Documents.
- 1.26 O.P.C.I. - Owner purchased/Contractor receives, stores, and installs.
- 1.27 Per - In accordance with or in compliance with.
- 1.28 Progress Payment - Payment for work completed by measuring the work in place and applying the percentage complete of the measured amount to a previously agreed unit cost to determine the total payment.
- 1.29 Project - The entire work to be performed as provided in the Contract Documents.
- 1.30 Project Manager - The authorized representative of Tehama County.
- 1.31 Project Manual - A part of the Contract Documents containing Introductory Information, Bidding Requirements, Contracting Requirements, Specifications, and Opening and Room Finish Schedules bound in one or more volumes.
- 1.32 Project Work Schedule - A diagram showing proposed times of starting and completing various elements of the work.

- 1.33 Provide - "To furnish and install, complete and ready for the intended use."
- 1.34 Punch List - A list, made near the completion of work, indicating items to be furnished or work to be performed by the Contractor or Subcontractor in order to complete the work as specified in the Contract Documents.
- 1.35 Schedule of Values - A statement furnished by the Contractor to the Project Manager reflecting the portions of the contract sum allotted for the various parts of the work.
- 1.36 Shop Drawings - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a subcontractor, manufacturer, supplier or distributor and which illustrate in detail the equipment, material or some portion of the work.
- 1.37 Specifications - The portion of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the work.
- 1.38 Subcontractor - An individual, firm or corporation having a direct contract with the Contractor, or with any other subcontractor, for the performance of a part of the work.
- 1.39 Substantial Completion, Date of - The date as certified by the County in a Notice of Completion pursuant to paragraph 14.8 of these General Conditions.
- 1.40 Work - The completed construction in the manner required by the Contract Documents. This includes without limitation all labor, services, and supervision necessary or appropriate to produce such construction, all materials, supplies and equipment incorporated or to be incorporated in such construction, and all obligations, duties and responsibilities with respect to such construction set forth in the Contract Documents.
- 1.41 Working Day - Any day not a legal holiday, Saturday or Sunday.

ARTICLE 2 - PRELIMINARY MATTERS

2.1 Execution of Agreement:

2.1.1 The Agreement and such other Contract Documents as designated by the County, shall be executed in three counterparts and delivered by the Contractor to the County within fifteen (15) days of the Notice of Award. County will execute and deliver one counterpart to Contractor within ten (10) days of receipt of the executed Agreement from Contractor.

2.2 Delivery of Bonds:

2.2.1 Prior to execution of the Agreements by the Contractor, Contractor shall deliver to County such Bonds as he is required to furnish in accordance with the Contract Documents.

2.3 Copies of Documents:

2.3.1 County shall furnish to Contractor 5 copies of the Contract Documents for the execution of the work. Additional copies will be furnished at cost of reproduction upon request.

2.4 Contractor's Pre-Start Representations:

2.4.1 Contractor represents that he has familiarized himself with, and assumes full responsibility for having familiarized himself with, the nature and extent of the Contract Documents, work, locality and with all local conditions including federal, state and local laws, ordinances, rules and regulations that

may in any manner affect performance of the work, and represents that he has correlated his study and observations with the requirements of the Contract Documents.

2.4.2 Contractor also represents that he has familiarized himself with all surveys and investigation reports of surface and latent physical and that he has correlated the results of all such data with the requirements of the Contract Documents.

2.5 Commencement of Time; Starting the Project

2.5.1 The contract time will commence on the date fixed by the Notice to Proceed. The Contractor shall start to perform the work under the Contract Documents on or before the tenth working day after the date assigned in the Notice to Proceed.

2.5.2 The provisions set forth in Section VI of the Agreement are incorporated by reference as if fully set forth herein.

2.6 Before Starting Construction:

2.6.1 The Contractor shall carefully study and compare the Contract Documents; check and verify pertinent figures shown thereon; and verify all applicable field measurements prior to undertaking each part of the work. He shall at once report in writing to the Project Manager any conflict, error or discrepancy which he may discover. Contractor shall be responsible for exercising reasonable care and skill in reviewing the Contract Documents to determine whether there is any conflict, error or discrepancy therein, and shall be responsible for notifying the Project Manager. No claim for additional compensation shall be made by the Contractor for extra work created by Contract Document conflicts, errors or discrepancies which a reasonable Contractor would have discovered prior to commencing work.

2.6.2 Contractor shall submit the required Schedule of Values and activity cost information in accordance with the General Requirements of these specifications.

2.6.3 The Contractor shall furnish the County all certificates of insurance required by the Contract Documents after the "Notice of Conditional Award" and prior to the "Notice to Proceed," in types and amounts set forth in Article 5.

ARTICLE 3 - CORRELATION, INTERPRETATION, AND INTENT OF CONTRACT DOCUMENTS

3.1 It is the intent of the Contract Documents to describe a complete project to be constructed. As stated in paragraph 1.11, the Contract Documents comprise the entire contract between County and Contractor. They may be altered only by a Modification, as defined in paragraph 1.11.

3.2 The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Work not specifically covered in the Contract Documents shall nonetheless be required if it is consistent therewith and is reasonably inferable therefrom as being necessary or appropriate to produce the intended results. Should the Contractor discover a conflict, error, or discrepancy in the Contract Documents, he (she) shall immediately call it to the attention of the County in writing before proceeding with the work affected. Contractor agrees that proceeding with work without first giving such notice shall constitute a waiver by Contractor of any claim for additional time or money. Where there is a conflict, the Contract Documents, Specifications shall govern over the drawings; figure dimensions and drawings shall govern over scale drawings. Words and abbreviations that have technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

ARTICLE 4 - AVAILABILITY OF LANDS, PHYSICAL CONDITIONS, AND REFERENCE POINTS

4.1 Availability of Lands:

4.1.1 County shall furnish the lands upon which the work is to be done, right-of-way for access thereto, and other such lands which are designated in the Contract Documents for the use of the Contractor. Contractor shall provide all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.2 Physical Conditions:

4.2.1 The Contractor shall immediately, and before any such conditions are disturbed, notify the Project Manager in writing of subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents; or unknown and unforeseen physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents. The Project Manager shall promptly investigate the conditions, and if he finds that such conditions do materially so differ to cause an increase or decrease in the time required for performance of the work, an appropriate adjustment in Contract Time may be made in accordance with Article 12 of these General Conditions. The Contract Documents may be modified by Change Order accordingly. In no event shall Contractor be entitled to increased compensation for such differing conditions, unless provided for in such Change Order.

4.2.2 No increase of time under paragraph 4.2 shall be allowed unless the Contractor shall have given the written notice described in paragraph 4.2.1 not later than 24 hours after such conditions are discovered, and before such conditions are disturbed. Contractor shall not proceed with the work affected by such conditions until directed in writing by Project Manager. Furthermore, no increase shall be given unless it is shown that Contractor's own investigation was done competently and did not disclose the error or condition. Failure of Contractor to give written notice and providing an opportunity for the Project Manager to investigate shall constitute a waiver by Contractor of any claim for additional time or money.

4.2.3 Groundwater, in whatever amount or condition, shall be deemed usual and ordinarily encountered and generally recognized as inherent in the work of the character provided for in the Contract Documents. Dewatering is the responsibility of the Contractor. No claim for a Modification of Contract time or price will be allowed for such conditions.

4.3 Reference Points:

4.3.1 County shall provide engineering reference points as shown on the plans for construction. Contractor shall be responsible for surveying and laying out work unless otherwise provided in the Contract Documents, and shall protect and preserve the established reference points and shall not change or relocate them without the prior written approval of Project Manager. Contractor shall report to Project Manager whenever any reference point is lost or destroyed or requires relocation because of changes in grades or locations. The cost of replacing and accurately relocating all reference points so lost, destroyed or moved shall be borne by the Contractor.

ARTICLE 5 - BONDS AND INSURANCE

5.1 Contractor's Liability Insurance

5.1.1: Contractor shall obtain and maintain continuously comprehensive general liability insurance and/or other insurance necessary to protect the public with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage per occurrence with a \$1,000,000 combined single limit annual aggregate with appropriate coverage endorsements to include broad-form contractual, broad form property damage, contractor's protective, product/completed operations, auto and non-owned auto, personal injury, and fire-legal liability where applicable. The general aggregate

limit shall apply separately to this project, or Contractor shall provide insurance with a general aggregate limit of \$2,000,000.

5.1.2 The Contractor, upon notification of receipt by the County of any cancellation notice shall file with the County a replacement certificate with another insurance company meeting the financial requirements of the County and the coverage requirements. Failure to maintain any of the above required insurance shall require the immediate discontinuation of work until replacement insurance is furnished to the County. All payments due or that become due will be withheld until notice of replacement is received. Any failure to maintain insurance will be sufficient cause for termination of the contract.

5.1.3 Automobile Liability Insurance: Contractor shall carry Bodily injury and Property Damage liability including coverage for owned, hired and non-owned automobiles. The limits of liability shall be not less than \$1,000,000 Bodily Injury, \$300,000 Property Damage or \$1,000,000 Combined Single Limit Bodily Injury and Property Damage

5.1.4 As evidence of the insurance required by this agreement, certificates of workers compensation, general liability and automobile liability shall be furnished to the County before any work is commenced by the Contractor.

5.1.5 General Liability and Automobile Liability insurance shall include "County of Tehama, its elected officials, officers, and employees as an additional insured", and shall not be reduced or canceled without 30 days written prior-notice certain to the County. Contractor shall provide the County a certificate of insurance and an additional insured endorsement as evidence of insurance protection provided which lists "County of Tehama" as the certificate holder. 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. If Contractor has employees, he/she shall obtain and maintain continuously workers' compensation insurance to cover Contractor and Contractor's employees and partners.

5.1.6 Contractor shall require and verify that all subcontractors of any tier maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that "County of Tehama, its elected officials, officers, and employees" is an additional insured on insurance required from subcontractors; provided, however, that the minimum limit by subcontractors for general aggregate under their comprehensive general liability shall be \$1,000,000 on all subcontracts other than major subcontracts and \$3,000,000 on major subcontracts (subcontracts in excess of \$1,000,000 and such other subcontracts identified in the Contract Documents as "major subcontracts"). Contractor shall maintain certificates of insurance from all subcontractors demonstrating compliance with the requirements of this section and make them available to the County upon request.

5.2 Builders Risk Insurance

The Contractor will not be required to obtain Builder's Risk Insurance. The Contractor will be responsible for building materials not installed and for the Contractor's tools, other equipment or supplies. The Contractor shall also be required to protect the construction project as stipulated elsewhere in this contract.

5.3 Performance, Payment, and Other Bonds

5.3.1 Prior to the commencement of any work, Contractor shall furnish performance and payment bonds as security for the faithful performance and payment of all Contractors' obligations under the contract documents. These bonds shall be in amounts at least equal to the contract price and in a form satisfactory to County. Surety company providing said bonds shall have a Best financial rating of at least A-: VII and be licensed in the State of California.

5.3.2 If at any time the Surety on any bond furnished by Contractor is adjudicated bankrupt, commences any proceeding under the Bankruptcy law of the United States, becomes insolvent, makes a general assignment for the benefit of creditors or has its right to do business terminated in California, or for any other reason is unable or unwilling to continue in business, Contractor shall within five calendar days thereafter substitute another bond in a Surety who meets the County's financial rating requirement.

5.4 Responsibility for Damage:

5.4.1 Approval of the Contractor's insurance by the Owner shall not decrease the extent to which the Contractor or any subcontractor may be held responsible for payment of any and all damages resulting from Contractor's operations.

5.4.2 The Contractor shall assume the defense of and indemnity and save harmless Tehama County, its elected officials, officers and employees, as well as the Project Manager, Architect and the officers, agents and employees of each of them, from any and all loss, liability or damage including attorney's fees and from all suits, actions, damages or claims of every nature and description to which they may be subjected or put by reasons of injury to persons or property arising out of, in connection with, or incident to the execution of the work or resulting from the active or passive negligence or carelessness on the part of the Contractor, Contractor's employees or agents in the delivery of materials and supplies by its employees or agents, including any failure to fulfill the terms of all laws and regulations which apply to this Contract together with any infringement or alleged infringement of the patent rights of any person or persons, firm or corporation in consequence of the use in or about the said work of any article or materials; and the County shall have the right to estimate the amount of such damage and to cause the Contractor to pay same, and the amount to be paid for such damage shall be deducted from the money due to the Contractor under this Contract; or the whole or so much of the money due or to become due to the Contractor under this Contract, as may be considered necessary by the County, shall be retained by the County until such suits or claims for damages shall have been settled or otherwise disposed of and satisfactory evidence to that effect furnished to the County. Contractor shall assume the defense of and indemnity and save harmless Tehama County, its elected officials, officers and employees, as well as the Architect, Project Manager and the officers, agents and employees of each of them in respect to any mechanics lien, foreclosure actions filed by any subcontractor or material man relative to the construction.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.1 Supervision and Superintendent:

6.1.1 Contractor shall supervise and direct the work effectively, efficiently and with his best skill and attention. He shall have sole responsibility for the means, methods, techniques, sequences, procedures of construction, and for coordinating all portions of his work under the Contract Documents. Contractor shall be responsible for the finished work complying accurately with the Contract Documents.

6.1.2 The Contractor shall designate in writing, before starting work, the name, qualifications and experience of his proposed representative who must be approved by the Project Manager. Said representative shall have authority to represent and to act for the Contractor. Said authorized representative shall be present at the site of work at all times while work is in progress. Arrangements for responsible supervision, acceptable to Project Manager, shall be made for emergency work required during periods when work is suspended.

6.1.3 The Contractor shall notify the Project Manager, in writing, when he desires to change his representative. He shall provide all necessary information regarding his new representative when submitting request for approval. Any substitute representative shall require the approval of the Project Manager, which may not be unreasonably withheld.

6.1.4 In emergencies when the Contractor or his authorized representative is not present on any particular part of the work, directions will be given by the Project Manager and obeyed by the superintendent or foreman in charge of the particular work. Such directions will be confirmed in writing to the Contractor's authorized representative.

6.1.5 The Contractor shall identify, in writing, the individuals who are authorized to sign Change Orders to the Contract.

6.1.6 The Contractor shall remove his representative from the work and propose a substitute if Project Manager reasonably concludes that such representative is unable or unwilling to properly supervise the work in such a manner as to ensure its timely and successful completion in accordance with Contract Documents.

6.1.7 The Contractor shall maintain daily job site activity logs which record: location and number of all manpower on the site by his own and subcontractors' forces; all work being performed and whether such work is part of the base contract or change order; all construction equipment in use, and not in use, and reasons why not in use; weather and site conditions; and delays or obstructions to the work. The Contractor shall sign the log representing that the information contained therein is true, accurate and complete.

6.2 Verified Reports

6.2.1 The Contractor shall completely fill out, sign and date the appropriate Verified Reports, as required by Sections 4-214, 4-240 and 4-249 of Title 24, Part I, California Code of Regulations. Copies of these reports shall be sent to the County.

6.3 Labor, Materials and Equipment

6.3.1 Contractor shall provide competent, suitable qualified personnel to survey and lay out the work and perform construction as required by the Contract Documents. Contractor shall at all times enforce strict discipline and good order on the project. He shall not employ on the work any unfit person or anyone not skilled in the task assigned to him.

6.3.2 Contractor shall furnish all materials, equipment, labor, transportation, and machinery, tools, appliances, other facilities and incidentals necessary for the execution, testing, initial operation and completion of work.

6.3.3 All materials and equipment incorporated in the work shall be new, except as otherwise provided in the Contract Documents. If required by Architect or Project Manager, Contractor shall furnish satisfactory evidence as to the kind, quality, source and purchase of materials and equipment.

6.3.4 All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instruction of the applicable manufacturer, fabricator or processors.

6.4 Substitute Materials or Equipment:

6.4.1 The Specifications may permit Contractor to furnish or use a substitute that is equal to any material or equipment specified. Unless otherwise expressly provided in the Specifications, in accordance with Public Contract Code section 3400, whenever the contract documents refer to a named manufacturer or named product, the named manufacturer or named product shall be deemed to be followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service in accordance with the procedures set forth herein. If the Contractor wishes to furnish or use a proposed substitute, he shall, promptly and within 5 days of the Notice to Proceed, make written

application to the Architect for approval of such substitute, certifying and warranting in writing that the proposed substitute will perform the functions called for by the Contract Documents, be of the same quality as that specified and be suited to the same use. Contractor shall state whether or not its incorporation in or use in connection with the project is subject to payment of any license fee or royalty and also shall identify all variations of the proposed substitute from that specified and indicate available maintenance service. No substitute shall be ordered or installed without the written approval of the Architect whose decision as to substitutions shall be final and conclusive. Architect may require Contractor to furnish other such data about the proposed substitute that Architect considers pertinent.

6.4.2 No substitution shall be ordered or installed without such supplemental performance guarantee and bonds as County may require, all of which shall be furnished at Contractor's expense. Contractor shall be responsible for determining the required delivery date for incorporation into the work and shall certify that this date has been confirmed with the supplier of the substituted item.

6.5 Subcontractors:

6.5.1 Contractor shall investigate and assure himself and the County of the experience and skill of all subcontractors performing work specified by the Contract Documents as well as the financial stability of such subcontractors. Contractor shall not recommend any subcontractor or other person or firm, whether initially or as a substitution against whom County, at County's sole discretion, may have reasonable objection. If County who has no duty to investigate, but has the right to do so, after due investigation, has a reasonable objection to any subcontractor, supplier or material man proposed by Contractor, Contractor shall propose an acceptable substitute.

6.5.2 Contractor shall be fully responsible for all acts and omissions of his subcontractors, and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between the County, Project Manager or Architect and any subcontractor, or other person or organization having a direct contact with the Contractor, nor shall it create any obligation on the part of County, Project Manager or Architect to pay or see to the payment of any monies due any subcontractor or other persons or organizations.

6.5.3 The divisions and sections of the Specifications and the identifications of any Drawings shall not control the Contractor in dividing the work among subcontractors or delineating the work to be performed by any specific trade. Neither the Architect, nor Project Manager, nor County will act as arbiter to determine subcontract limits.

6.5.4 Contractor agrees to bind specifically every subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the County including, but not limited to, all time and notification requirements.

6.5.4 All work performed for Contractor by a subcontractor shall be pursuant to an appropriate agreement between Contractor and subcontractor which shall contain provisions for the waiver of all rights the contracting parties may have against one another for damages caused by fire or other perils covered by insurance. Contractor shall pay each subcontractor a just share of any such insurance moneys received by Contractor.

6.6 Patent Fees and Royalties

6.6.1 Contractor shall pay license fees and royalties and assume all costs incident to the use, in the performance of the work, of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, device or product is specified in the Contract Documents for use in the performance of the work, and to the actual knowledge of County and Architect its use is subject to patent rights or copyrights calling for the

payment of any license fee or royalty to others, the existence of such rights shall be disclosed by County in the Contract Documents. Contractor shall indemnify and hold harmless County, Project Manager, their employees, officers and agents, and Architect, his consultants, and anyone directly or indirectly employed by either of them from and against consultants' and other experts' fees and expenses arising out of any infringement of patent rights incident to the use in the performance of the work or resulting from the incorporation in the work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with alleged infringement of such rights.

6.7 Permits & Utility Costs:

6.7.1 Permits: Contractor shall be responsible to obtain all building permits, construction permits, fugitive dust permits, fees and licenses necessary for the prosecution of the work. The County will make payment of permit fees directly to the permitting agency. The Contractor shall be responsible for all delays in obtaining all permits, licenses, and utility connection agreements. No delay claim may be made by Contractor for any delay in obtaining any permit, license or utility connection agreement.

6.7.2 Utility Costs: Contractor shall be permitted reasonable use of the existing utilities available at the project site without charge. In the event that any additional temporary utilities are necessary, Contractor shall be responsible for obtaining and paying for such temporary utilities at Contractor's expense.

6.8 Laws and Regulations:

6.8.1 Contractor shall give notices and comply with all laws, ordinances, rules and regulations applicable to the work. Contractor shall use reasonable care and skill in determining whether or not the Specifications or Drawings are at variance therewith, and, if he observes such variance, he shall give the Project Manager and Architect prompt written notice thereof. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Project Manager and Architect, he shall bear all costs arising therefrom.

6.9 Taxes:

6.9.1 Contractor shall pay all sales, consumer use and other similar taxes required to be paid by him in accordance with the law of the place where the work is to be performed.

6.10 Use of the Premises:

6.10.1 Contractor shall confine his equipment, the storage of materials and equipment and the operations of his workmen to areas permitted by law, ordinance, permits or the requirements of the County and of the Contract Documents, and shall not unreasonably encumber the premises with materials or equipment.

6.10.2 Contractor shall not load nor permit any part of any structure to be loaded with weight that will endanger the structure, nor shall he subject any part of the work to stresses or pressure that will endanger it.

6.11 Record Drawings:

6.11.1 Contractor shall keep one current record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to the Architect and Project Manager at all times, and shall be reviewed monthly concurrent with the Progress Payment Request. Upon completion of the project the Contractor shall deliver the record documents to the Project Manager for

review and approval. These record documents shall be prepared in accordance with Section 01720 of the Specifications.

6.12 Safety and Protection:

6.12.1 Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. He shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss:

6.12.1.1 All employees on the work and other persons who may be affected thereby:

6.12.1.2 All the work and all materials or equipment to be incorporated therein, whether in storage on or off the site; and

6.12.1.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, pavements, roadway, structures and utilities not designated for removal, relocation or replacement in the course of construction.

6.12.1.4 The Contractor represents that he has read and is thoroughly familiar with the California State Occupational Safety and Health Act, and regulations for construction promulgated thereunder, and agrees to comply with the Act and all such regulations applicable to the performance of the work. The Contractor accepts the duty of enforcing those regulations by federal, state or County Safety and Health Inspectors at the Contractor's work place at the job site or any area within the limits of construction and of the outcome of any such inspections. Contractor assumes exclusive responsibility for, and agrees to defend, indemnify and hold harmless Tehama County, Project Manager, Architect, and their elected officials, officers, agents, employees, consultants and representatives against all consequences of any violations of those regulations by the Contractor, including the payment of any fine, penalty and interest assessed in connection therewith, any court costs, undertakings, interest, and attorneys', accountants' consultants' and experts' expenses and fees incurred by the County.

6.12.2 Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He shall erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for its safety and protection. He shall notify owners of adjacent utilities when prosecution of the work might affect them. All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, and/or subcontractor, or anyone employed by them shall be remedied by Contractor at his own expense. Contractor's duties continue until such time as all the work is completed and Project Manager has issued a notice in accordance with paragraph 14.9 that work is acceptable.

6.12.3 Contractor shall designate a responsible member of his organization, at the site, satisfactory to the Project Manager, whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to Project Manager.

6.13 Shop Drawings, Product Data, and Samples:

6.13.1 Shop drawings, product data, and/or samples are required by the Specifications for certain portions of the work. These shall be submitted according to a schedule of submittals to be accepted by the Project Manager and Architect. Where a shop drawing, product data, or sample submittal is required by the Specifications, no related work shall be commenced until the submittal has been reviewed by the Architect. A copy of each reviewed shop drawing and each approved sample shall be kept in good order by Contractor at the site and shall be available to the Project Manager, Architect and Inspector.

6.13.2 The Contractor may submit a request for substitutions. The Contractor shall propose for approval all samples as specified or directed by the Architect. The provisions of subparagraph 6.4 shall apply in such case.

6.13.3 Contractor shall check and verify all field measurements and submit shop or setting coordination drawings in 1/4"=1'0" scale to verify clearances for various trades, and schedules required for the work of the various trades, with such promptness as to cause no delay to the work.

6.13.4 Samples: Unless otherwise specified, submit samples in triplicate and of adequate size to show the quality, type and finish. Label each sample with the manufacturer's name, material name and quality, the Contractor's name, the project name and other pertinent data. Submit, with samples in triplicate a transmittal letter requesting approval. Prepay transportation charges to the Architect's office on samples forwarded.

6.13.5 Contractor shall not order materials until receipt of written approval of shop drawings, product data, and samples.

6.13.6 Project Manager's or Architect's review of shop drawings and samples shall not relieve Contractor from his responsibility for any deviation from the requirements of the Contract Documents. Nor shall any action by Architect relieve Contractor from any responsibility for errors or omissions in the shop drawings.

6.14 Cleaning:

6.14.1 Contractor shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the work, and at the completion of the work he shall remove all waste materials, rubbish and debris from and about the premises, as well as all tools, construction equipment and machinery, and surplus materials. He shall leave the site clean and ready for occupancy by County. Contractor shall restore to original condition those portions of the site not designated for alteration by the Contract Documents.

6.15 Indemnification:

6.15.1 Contractor shall indemnify and hold harmless to the fullest extent permitted by law, Tehama County, Architect, Project Manager and their elected officials, officers, consultants, agents and employees, from and against all claims, damages, losses and expenses, including attorneys', accountants', consultants', and experts' fees and expenses, arising out of or resulting from the performance of the work attributable to bodily injury, sickness or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and caused in whole or in part by any negligent or other act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether indemnification shall extend to claims, demands, or liability for injuries occurring after completion of the project as well as during the work's progress. Such obligation shall not be construed to negate, abridge or otherwise reduce any other obligation of indemnity which otherwise exists under the Contract Documents or at law as to any party or person described in this paragraph or otherwise.

6.15.2 In any and all claims against Tehama County, Architect, Project Manager, their elected officials, officers, employees, consultants or agents by an employee of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under subparagraph 6.15.1 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor under workmen's compensation acts, disability acts or other employee benefit acts.

6.16 Books and Records:

6.16.1 Contractor shall maintain books, records, documents and other evidence pertinent to the work in accordance with generally accepted accounting principles and practices. Such books, records,

documents and other evidence shall be maintained for at least three years after the date of completion of the project. Access to the aforementioned books, records, documents and other evidence shall be available to the County or the Board, or any authorized representative of either, during the course of construction and for at least three years after completion of the project. Suitable facilities shall be provided for said access, and for the inspection and copying thereof.

ARTICLE 7 - WORK BY OTHERS

7.1 County may perform additional work related to the project or it may award other direct contracts therefore. Contractor shall afford the other persons or contractors who are parties to such direct contracts reasonable opportunity for the storage of materials and equipment and the execution of work. He shall properly connect and coordinate his work with theirs. No claim for time extension will be made by the Contractor due to any alleged problems or difficulties suffered due to work performed by others unless written notice within twenty-four hours of the commencement of said alleged delaying activities is given to the County.

7.2 If any part of Contractor's work depends, for proper execution or results, upon the work of any other such person or contractor, Contractor shall inspect and promptly report to Project Manager and Architect in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results. His failure so to report shall constitute an acceptance of the other work as fit and proper for the relationship of his work, except as to defects and deficiencies which may appear in the other work after the execution of his work.

7.3 Contractor shall do all cutting, fitting, and patching of his work that may be required to make the several parts come together properly and fit to receive or be received by such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work, and will only cut or alter their work with the written consent of the County and of the other contractors whose work will be affected.

7.4 If the performance of additional work by other persons or contractors is not noted in the Contract Documents prior to the execution of the Agreement, written notice thereof shall be given to Contractor prior to starting any such additional work.

ARTICLE 8 - COUNTY'S RESPONSIBILITIES

8.1 Communications: County will forward all instructions and decisions to Contractor through the Project Manager.

8.2 Right to Stop Work: The County has the right to stop or suspend work, and to award other work.

8.3 Project Manager

8.3.1 The County will designate a Project Manager and assistants to enable it to carry out its responsibilities at the site. The Project Manager is the County's agent and shall act as directed by and under the supervision of the County Administrator.

8.3.2 The Project Manager will be the County's sole authorized representative for the project. All correspondence to Architect from Contractor will be copied to the Project Manager.

8.4 Disputes Resolution

8.4.1 A dispute, or claim, or other matter in question arising out of or relating to the Contract Documents which is not disposed of by agreement shall be decided by the Project Manager promptly and in writing as provided in the Contract Documents. The decision of the Project Manager shall be

final and conclusive on the Contractor unless, within 5 days from the receipt of such decision, Contractor submits to Project Manager a written claims submission and documentation as defined in paragraph 8.6 below.

8.5 Disputed Work

8.5.1 Should Contractor object to any decision, order, directive, notice, action, or omission of Project Manager, Contractor may, within 5 days after receipt or occurrence of the same, or before commencing with the disputed work, whichever occurs first, furnish to Project Manager a written notice stating such objections.

8.5.2 Contractor shall furnish to Project Manager, beginning with the first day and at the end of each day detailed hourly records for labor, construction equipment, and services; and itemized records of materials and equipment used that day in performance of the disputed work. Such records shall be of a form approved by Project Manager. Such records shall be signed by Contractor and verified by Project Manager.

8.5.3 Failure by Contractor to furnish such written notice and records specified in 8.5.1 and 8.5.2 shall constitute a waiver of Contractor's right to furnish a claim for the disputed work.

8.6 Claims Submission and Documentation

8.6.1 Contractor may furnish a claim concerning a matter noticed in accordance with 8.5 to Tehama County Administrative Office, 727 Oak Street, Red Bluff CA 96080.

8.6.2 Contractor shall furnish 3 certified copies of claim documentation. The claim documentation shall be complete when furnished. The evaluation of the Contractor's claim will be based on County's records and the Contractor's furnished claim documentation.

8.6.3 Claim documentation shall conform to generally accepted auditing standards and shall be in the following format:

1. General Introduction
2. General Background
3. Issues
 - a) Index of Issues
 - b) For each Issue
 - 1) Background
 - 2) Chronology
 - 3) Contractor's Position (reason for County's potential liability)
 - 4) Supporting Documentation of Merit
 - 5) Supporting Documentation of Damages
4. Critical Path Method Schedules, As-Planned and As-Built
5. Productivity Exhibits
6. Summary of Issues and Damages

8.6.4 Supporting documentation of merit for each issue shall be cited by reference, photocopied, or explained. Supporting documentation may include, but not be limited to general conditions, technical specifications, drawings, correspondence, conference notes, shop drawing, survey books, inspection reports, delivery schedules, test reports, daily reports, subcontracts, fragmentary critical path method schedules, photographs, technical reports, requests for information, field instructions, and other related records.

8.6.5 Supporting documentation of damages for each issue shall be cited, photocopied, or explained. Supporting documentation may include but not be limited to certified detailed labor, materials, equipment, and construction equipment and services costs; purchase orders; invoices; project as-planned and as-built costs; subcontractor payment releases; quantity reports; other related records; general ledger and any other accounting materials.

8.6.6 Each copy of claim documentation shall include the following certification:

1. I certify under penalty of perjury, according to the laws of the State of California that this claim is made in good faith, that the supporting documentation is accurate and complete to the best of my knowledge and belief; and that the amount requested accurately reflects the contract adjustments for which County is responsible.

2. Certification shall be signed in the same manner as the proposal was signed.

8.6.7 Should Contractor be unable to support any part of the claim and it is determined that such inability is attributable to falsity of such certification or misrepresentation of fact or fraud on the part of Contractor, Contractor shall be liable to County for three times the amount of damages which the County sustains, plus the cost of civil action and may be liable to the County for a civil penalty of up to ten thousand dollars for each false claim.

8.7 Decisions on Claims

8.7.1 Claims of Contractor arising under and by virtue of the contract will be decided by the County Steering Committee consisting of the County Administrator, County Counsel, the Architect and the Project Manager who will furnish the decisions to Contractor in writing.

8.8 Release of Undecided Claims

8.8.1 Undecided claims furnished to County Steering Committee before execution of the final release of claims provided in 8.6 and not excepted therefrom shall be deemed released by Contractor upon execution of such release and will not be further considered by County.

8.9 Exhaustion

8.9.1 Contractor must exhaust all remedies and comply with all dispute resolution procedures set forth in paragraph 8.4 prior to filing suit which names the County, Architect, Project Manager or any officer, employee, agent or affiliate thereof.

ARTICLE 9 - ARCHITECT'S STATUS DURING CONSTRUCTION

9.1 Visits to Site:

9.1.1 Progress and quality of the executed work and to determine if the work is proceeding in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site observations to check quality or quantity of the work. On the basis of on site observations as an Architect, the Architect will keep the Project Manager informed of progress of the work, and will endeavor to guard the County against defects and deficiencies in the work.

9.1.2 Architect and his representatives will have access to the work at all times for the observation of the building operations, including the right to accept or reject materials and/or workmanship. The Architect and his representatives shall perform their duties in accordance with Section 4-213 and 4-217, Title 24, California Code and Regulations.

9.1.3 In cases of emergency the Architect may give directions to the Contractor, his authorized representative, or if neither are available, to the superintendent or foreman in charge of the particular

work concerning which directions are given. Such directions will be confirmed in writing by the Project Manager.

9.2 Clarifications and Interpretations:

9.2.1 Architect will issue with reasonable promptness through the Project Manager such written Field Orders, which will clarify or interpret the design intent of the Contract Documents as he may determine to be necessary. These Field Orders shall not entitle Contractor to any adjustment to the contract price or time.

9.3 Rejecting Defective Work:

9.3.1 Architect and/or the Project Manager will have authority to disapprove or reject work which is "defective" (which term includes without limitation work that is unsatisfactory, faulty, does not conform to the requirements of the Contract Documents, does not meet the requirements of any inspection, test or approval referred to in paragraph 13.2, or has been damaged prior to approval of final payment). He will also have authority to recommend to the Project Manager that he require special inspection or testing of the work as provided in paragraph 13.4, whether or not the work is fabricated, installed or completed.

9.4 Shop Drawings and Samples:

9.4.1 The Architect is responsible for the review of samples. (See paragraph 6.13)

9.4.2 The Contractor shall submit for review, with reasonable promptness, all samples as specified or directed by the Architect. The Architect shall review samples, with reasonable promptness, only for conformance with the design concept of the project and for compliance with information given in the Contract Documents. The work shall be in accordance with reviewed samples.

9.5 Shop Drawings

9.5.1 The Architect shall review, with reasonable promptness, schedules and drawings for conformance with the design concept of the project and compliance with the Contract Documents. The Architect's review of such drawings or schedules shall not relieve the Contractor from responsibility for deviations from Drawings and Specifications, nor shall it relieve him from responsibility for errors in shop drawings or schedules.

9.5.2 Architect shall be permitted a reasonable time to review such drawings and no claim for time extension or damages will be allowed for this time.

9.5.3 Satisfactory shop drawings shall be so identified by Architect, dated, and a reproducible copy returned to the Contractor.

9.5.4 Should shop drawings be rejected, one reproducible copy set will be returned to the Contractor with indicated corrections and changes to be made. After making such corrections and changes, Contractor shall resubmit shop drawings, in numbers of copies required, until approval is obtained. Any corrections or changes indicated on the shop drawings shall not be considered as an extra work order.

9.6 Architect will be the interpreter of the design and technical requirements of the Contract Documents and the compliance by the Contractor therewith. Neither the Project Manager, Architect, nor County will be liable to the Contractor for the result of any interpretation or decision rendered in good faith. Disputes with respect to interpretations will be processed and resolved as provided for in paragraph 8.4.

9.7 Limitations on Architect's Responsibilities

9.7.1 Neither Architect's authority to act under this Article 9 or elsewhere in the Contract Documents, nor any finding or decision made by him in good faith, shall give rise to any duty or responsibility of Architect to Contractor, any subcontractor, any material man, fabricator, supplier or any of their agents or employees or any other person performing any of the work.

9.7.2 Architect will not be responsible for Contractor's means, methods, techniques, sequences, division and allocation of the work or procedures of construction, or the safety precautions and programs incident thereto, and he will not be responsible for Contractor's failure to perform the work in accordance with the Contract Documents.

9.7.3 Architect will not be responsible for the acts or omissions of Contractor, or any subcontractors, or any of his or their agents or employees, or any other persons at the site or otherwise performing any of the work.

9.7.4 Nothing in these General Conditions or in the Contract Documents shall be deemed to establish a contractual relationship, direct or otherwise, between Architect and Contractor.

ARTICLE 10 - CHANGES IN THE WORK:

10.1 The County may at any time or from time to time order additions, deletions or revisions in the general scope of the work without invalidating the Contract Documents and without notice to the sureties.

10.2 Changes will be authorized by a Change Order. Upon receipt of a Change Order, Contractor shall immediately proceed with the work involved. All such work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the contract price or any extension or shortening of the contract time, an adjustment will be made as provided in Articles 11 and 12, on the basis of a claim made by either Contractor or County.

10.3 Changes, Omissions, or Additions shall be made only through a standard written order of the Architect and approved by the Owner. Change Orders will be issued only before or at the time of change, and the expense or responsibility for any change or damage without said order shall rest entirely with the Contractor.

10.4 County may order minor changes or alterations in the work not involving extra costs or extension of time, and not inconsistent with the overall intent of the Contract Documents. Such changes may be ordered by a Field Order.

10.5 When necessary, in order to avoid delay to the work, the Project Manager may authorize the Contractor to proceed with the work pending completion of a change order. This prior authorization may be verbal; however, it must be confirmed in writing as soon as possible by the authorizing individual. Whenever work is to proceed on the basis of such prior authorization, the Contractor must be notified in writing to proceed with the work pending approval of the change order. In the case of a change order requested by the Contractor, the County must have positive assurance that he will execute the change order before allowing work to proceed. Preparation and final approval of change orders for work covered under prior authorization must be actively pursued. Prior authorization does not include authority to make payment for the work.

10.6 No claims for adjustment of contract price or time for delays or costs due to material shortage, transportation difficulties, labor shortage, or dewatering, will be paid by County except as defined in subparagraphs 12.1.2 and 12.1.3.

10.7 Additional work performed by Contractor without authorization of a change order shall be at his own expense. Contractor shall not be entitled to an increase in the contract price or an extension of the contract time, except in the case of an emergency as provided in subparagraphs 6.1.4 or 9.1.3, for such work performed without a change order.

10.8 The County may order changes in the work. Notwithstanding any dispute or controversy that may arise in connection with a claim for adjustment of contract price, in the event of such changes Contractor shall proceed with the work promptly and diligently upon written order from Project Manager. The contract price may be changed pursuant to Article 11 without notice to the Surety.

10.9 In the event that there is any dispute between County and Contractor with relation to any payment to be made under this contract, whether by reason of change order; progress payment; or otherwise, Contractor shall submit a claim pursuant to Articles 11 and 12 but will not be entitled to walk off the job or stop work in any manner and is under a full obligation to complete each and every term and condition of the contract.

10.10 Dispute resolutions provisions of paragraphs 8.5 and 8.6 are applicable to changes in the work except as in Articles 11 and 12.

ARTICLE 11 - CHANGE OF CONTRACT PRICE

11.1 Contract Price:

11.1.1 The Contract Price constitutes the total amount payable to Contractor for performing the work under the Contract Documents. All duties, responsibilities and obligations assigned to or undertaken by Contractor in respect to work under the Contract Documents shall be at his expense without change of the Contract Price.

11.1.2 If Contractor wishes to make a claim for an increase to the contract price, he shall give Project Manager written notice thereof not later than five (5) days after the occurrence of the event giving rise to such claim. Within ten (10) days thereafter, Contractor shall supply all supporting documents for such claim, including but not limited to time slips for labor and time slips for equipment. Failure to provide all supporting documents shall constitute a waiver of such claim by Contractor.

11.1.3 The written notice shall set forth the reasons for which the Contractor believes additional compensation is due, the nature of the costs involved and the amount thereof. The notice must be given to the Project Manager prior to Contractor's performing the work-giving rise to the claim for additional compensation.

11.1.4 Differences between the parties arising under and by virtue of the contract shall be brought to the attention of the respective parties at the earliest possible time in order that such matters may be promptly settled. The Contractor hereby agrees that he shall have no right to additional compensation for any claim for which written notice was not filed in strict compliance with this paragraph.

11.2 The cost or credit to the County resulting from a change in the work, from a prior authorization, or from any claim for an increase or decrease in the contract price shall be determined by the Project Manager in one of the following ways:

11.2.1 By a lump sum properly itemized, and showing direct cost and markup, and supported by such substantiating data as may be required by the Project Manager to permit evaluation; allowable markup shall not in any case exceed the amount set forth below:

1. For work performed by the Contractor's own forces, for changes up to \$30,000.00, an additional 10% for overhead and 5% for profit may be added;

2. For changes in excess of \$30,000, the sums in excess of \$30,000 are allowed an additional 8% for overhead and 5% for profit;
3. For work performed by subcontractors, the subcontractors' billings shall be limited to the markups as described for the Contractor, except the Contractor may add 10% to the gross amount as set forth by the subcontractor, as his fee for coordinating and implementing such changed work by the subcontractor;
4. Overhead includes, but is not limited to, the costs of bonds, insurance, supervision, office expense, management, transportation and small tools allowance.

11.2.2 Where the work involved is related to unit prices, by application of unit prices to quantities involved; or

11.2.3 On the basis of force account as provided for in paragraph 11.3 which shall be employed only at the Project Manager's sole discretion, which shall not be an election of the Contractor.

11.2.4 All work undertaken by prior authorization shall be on the basis of force account, until and unless a lump sum is agreed upon.

11.3 Force Account Payment - When extra work is to be paid for on a force account basis, the labor, materials, and equipment used in the performance of such work shall be subject to the approval of the Project Manager and compensation will be determined as follows:

11.3.1 Work Performed by Contractor - The Contractor will be paid the direct costs for labor, materials and equipment used in performing the work determined as hereinafter provided in Sections "Labor," "Materials" and "Equipment Rental," except where agreement has been reached to pay in accordance with Section "Work Performed by Special Forces or Other Special Services."

11.3.2 To the total direct costs computed as provided in Sections "Labor," "Materials," and "Equipment Rental," there will be added a markup as defined in paragraph 11.2.1.

11.3.3 The above markups shall constitute full compensation for all overhead costs which shall be deemed to include all items of expense not specifically designated as cost or equipment rental in Sections "Labor," "Materials," and "Equipment Rental." The total payment made as provided above shall be deemed to be the actual cost of such work and shall constitute full compensation therefore.

11.3.4 When extra work paid for on a force account basis is performed by forces other than the Contractor's organization, the Contractor shall reach agreement with such other forces as to the distribution of the payment made by the Owner of such work. No additional payment therefore will be made by the Owner by reason of the performance of the work by a subcontractor or other forces.

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

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

11.3.4.3 Labor Surcharge - To the actual wages, as defined in Section 11.4.2 will be added a labor surcharge set forth in the Department of Transportation publication entitled Labor Surcharge and Equipment Rental Rates, which is in effect on the date upon which the work is accomplished and which is part of the contract. Said labor surcharge shall constitute full compensation for all payments imposed by State and Federal laws, specifically worker's compensation, social security, Medicare, Federal

unemployment insurance, State unemployment insurance and State training taxes, and for all other payments made to, or on behalf of, the workmen, other than actual wages as defined in Section 11.4.2 and subsistence and travel allowance as specified in Section 11.3.4.4.

11.3.4.4 Subsistence and Travel Allowance - The actual subsistence and travel allowance paid to such workmen.

11.3.4.5 Materials - The Owner reserves the right to furnish such materials as it deems advisable, and the Contractor shall have no claims for costs and markup on such materials.

Only materials furnished by the Contractor and necessarily used in the performance of the work will be paid for. The cost of such materials will be the cost to the purchaser, whether Contractor, subcontractor, or other forces, from the supplier thereof, except as the following are applicable:

11.3.4.6 If materials are procured by the purchaser by any method which is not a direct purchase from and a direct billing by the actual supplier to such purchaser, the cost of such materials shall be deemed to be the price paid to the actual supplier as determined by the Project Manager plus the actual costs, if any, incurred in the handling of such materials.

11.3.4.7 If the materials are obtained from a supply or a source owned wholly or in part by the purchaser, the cost of such materials shall not exceed the price paid by the purchaser for similar materials furnished from said source on contract items or the current wholesale price for such materials delivered to the job site, whichever price is lower.

11.3.4.8 If the cost of such materials is, in the opinion of the Project Manager, excessive, then the cost of such materials shall be deemed to be the lowest current wholesale price at which such materials are available in the quantities concerned delivered to the job site, less any discounts as provided in Section 11.4.1.

11.3.4.10 Equipment Rental - The Contractor will be paid for the use of equipment at the rental rates listed for such equipment in the Department of Transportation publication entitled Labor Surcharge and Equipment Rental Rates, which is in effect on the date upon which the work is accomplished and which is a part of the contract, regardless of ownership and any rental or other agreement, if such may exist, for the use of such equipment entered into by the Contractor. If it is deemed necessary by the Project Manager to use equipment not listed in the said publication, a suitable rental rate for such equipment will be established by the Project Manager. The Contractor may furnish any cost data, which might assist the Project Manager in establishment of such rental rates.

The rental rates paid as above provided shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs, and maintenance of any kind, depreciation, storage, insurance, and all incidentals.

Operators of rented equipment will be paid for as provided in Section 11.4.1(1) "Labor."

All equipment shall, in the opinion of the Project Manager, be in good working condition and suitable for the purpose for which the equipment is to be used.

Unless otherwise specified, manufacturer's ratings and manufacturer's approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment that has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

Individual pieces of equipment or tools not listed in said publication and having a replacement value of \$150 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefore.

Rental time will not be allowed while equipment is inoperative due to breakdowns.

11.3.4.11 Equipment on the Work - The rental time to be paid for equipment on the work shall be the time the equipment is in operation on the extra work being performed, and in addition, shall include the time required to move the equipment to the location of the extra work and return it to the original location or to another location requiring no more time than that required to return it to its original location, except that moving time will not be paid for if the equipment is used at the site of the extra work on other than such extra work. Loading and transporting costs will be allowed, in lieu of moving time, when the equipment is moved by means other than its own power, except that no payment will be made if equipment is used at the site of the extra work on other than such extra work.

The following shall be used in computing the rental time of equipment on the work:

- (1) When hourly rates are listed, less than 30 minutes of operation shall be considered to be ½ hour of operation.
- (2) When daily rates are listed, less than 4 hours of operation shall be considered to be ½ day of operation.

11.3.4.12 Equipment Not on the Work - For the use of equipment moved in on the work and used exclusively for extra work paid for on a force account basis, the Contractor will be paid the rental rates listed in the Department of Transportation publication entitled Labor Surcharge and Equipment Rental Rates, which is in effect on the date upon which the work is accomplished and which is a part of the contract, and for the cost of transporting the equipment to the location of the work and its return to its original location, all in accordance with the following provisions:

- (1) The original location of the equipment to be hauled to the location of the work shall be agreed to by the Project Manager in advance.
- (2) The Owner will pay the costs of loading and unloading such equipment.
- (3) The cost of transporting equipment in low bed trailers shall not exceed the hourly rates charged by established haulers.
- (4) The cost of transporting equipment shall not exceed the applicable minimum established rates of the Public Utilities Commission.
- (5) The rental period shall begin at the time the equipment is unloaded at the site of the extra work, shall include each day that the equipment is at the site of the extra work, excluding Saturdays, Sundays, and legal holidays unless the equipment is used to perform the extra work on such days, and shall terminate at the end of the day on which the Project Manager directs the Contractor to discontinue the use of such equipment. The rental time to be paid per day will be in accordance with the following:

<u>Hours Equipment</u> <u>is in Operation</u>	<u>Hours to</u> <u>be Paid</u>
--	-----------------------------------

0	4
0.5	4.25
1	4.5
1.5	4.75
2	5
2.5	5.25
3	5.5
3.5	5.75
4	6
4.5	6.25
5	6.5

5.5	6.75
6	7
6.5	7.25
7	7.5
7.5	7.75
8	8

Over 8 Hours in operation

The hours to be paid for equipment which is operated less than 8 hours due to breakdowns, shall not exceed 8 less the number of hours the equipment is inoperative due to breakdowns.

When hourly rates are listed, less than 30 minutes of operation shall be considered to be ½ hour of operation.

When daily rates are listed, payment for ½ day will be made if the equipment is not used. If the equipment is used, payment will be made for one day.

(6) Should the Contractor desire the return of the equipment to a location other than its original location, the Owner will pay the cost of transportation in accordance with the above provisions, provided such payment shall not exceed the cost of moving the equipment to the work.

(7) Payment for transporting and loading and unloading equipment, as above provided will not be made if the equipment is used on the work in any other way than upon extra work paid for on a force account basis.

When extra work, other than work specifically designated as extra work in the plans and specifications, is to be paid for on a force account basis, and the Project Manager determines that such extra work required the Contractor to move on to the work equipment which could not reasonably have been expected to be needed in the performance of the contract, the Project Manager may authorize payment for the use of such equipment at equipment rental rates in excess of those listed as applicable for the use of such equipment subject to the following additional conditions:

(a) The Project Manager shall specifically approve the necessity for the use of particular equipment on such work.

(b) The Contractor shall establish to the satisfaction of the Project Manager that such equipment cannot be obtained from his normal equipment source or sources and those of his subcontractors.

(c) The Contractor shall establish to the satisfaction of the Project Manager that the proposed equipment rental rate for such equipment from his proposed source is reasonable and appropriate for the expected period of use.

(d) The Project Manager shall approve the equipment source and the equipment rental rate to be paid by the County before the Contractor begins work involving the use of said equipment.

11.3.4.13 Owner-Operated Equipment - When owner-operated equipment is used to perform extra work to be paid for on a force account basis, the Contractor will be paid for the equipment and operator, as follows:

Payment for the equipment will be made in accordance with the provisions in Section 11.3.4.10, "Equipment Rental."

Payment for the cost of labor and subsistence or travel allowance will be made at the rates paid by the Contractor to other workmen operating similar equipment already on the project, or in the absence of such workmen, at the rates for such labor established by collective bargaining agreements for the type of workman and location of the work, whether or not the owner-operator will be added to the cost of labor described herein, in accordance with provision in Section 11.3.4.3 "Labor Surcharge."

To the direct cost of equipment rental and labor, computed as provided herein, will be added the markups for equipment rental and labor as provided for in Section 11.3.1 "Work Performed by Contractor."

11.4.1 Work Performed by Special Forces or Other Special Services - When the Project Manager and the Contractor, by agreement, determine that a special service for an item of extra work cannot be performed by the forces of the Contractor or those of any of his subcontractors, such services or extra work item may be performed by a specialist. Invoices for such service of item of extra work on the basis of the current market price thereof may be accepted without complete itemization of labor, material and equipment rental costs when it is impractical and not in accordance with the established practice of the special service industry to provide such complete itemization.

In those instances wherein a Contractor is required to perform extra work necessitating a fabrication or machining process in a fabrication or machine shop facility away from the job site, the charges for that portion of the extra work performed in such facility, may, by agreement, be accepted as a specialty billing.

To the specialist invoice price, less a credit to the County for any cash or trade discount offered or available, whether or not such discount may have been taken, will be added 15 percent in lieu of the percentages provided in Section 11.3.1 "Work Performed by Contractor."

11.4.2 Records - The Contractor shall maintain his records in such a manner as to provide a clear distinction between the direct costs of extra work paid for on a force account basis and the costs of other operations.

11.5 The amount of credit to be allowed to County for any change which results in a net decrease in cost of the work, will be the amount of the actual net decrease as determined by the Project Manager. When both additions and credits are involved in any one change, any Contractor's fee under paragraph 11.3.3 shall be calculated on the basis of the net increase, if any.

11.6 Whenever the cost of any work is to be determined pursuant to paragraph 11.3, Contractor will submit in form prescribed by County an itemized cost breakdown together with supporting data.

11.7 Disputes, claims and matters in question arising out of or relating to the interpretation of implementation of Article 11 shall be submitted and resolved in accordance with paragraph 8.5.

11.8 Cash Allowances - NOT APPLICABLE

Contract Change Order Form

11.9 All parties agree that the following form shall be used for all change orders:

CONTRACT CHANGE ORDER NO. _____

Date _____

Sheet _____ of _____

_____. You are hereby directed to make the herein-described changes from the plans and specifications, or do the following described work in accordance with applicable provisions of the Contract Documents. Work described herein shall include furnishing of all materials, equipment, labor and services necessary for its completion.

This Change Order constitutes a full accord and satisfaction as to claims for all additional costs and extensions of the contract time relating to the portion of the work described under the term "Item." The execution of this Change Order is a waiver of any rights or claims by the Contractor to any additional compensation for the "Item" work or extensions of the contract time for that work.

ITEM:

The above changes result in the following adjustments to the Contract Price:

Add/Deduct \$ _____.

Contract Time is increased/decreased/unchanged _____ working days by this Change Order.

I, the undersigned Contractor,
have given careful consideration
to the change proposed and hereby
agree to do the work above specified
and will accept as full payment
therefore the prices shown above.

By _____
CONTRACTOR

By _____
Title

Date _____

SUBMITTED BY:

ARCHITECT

RECOMMENDED FOR APPROVAL:

By _____
PROJECT MANAGER

Date _____

APPROVED BY:

COUNTY APPROVAL:

By _____
CHIEF ADMINISTRATOR

Date _____

Date _____

Distribution:

District (Master)

Contractor (Master)

Architect (Copy)

Project Manager (Copy)

1 of 2

Change Order ____

CONTRACT CHANGE ORDER NO. _____
PROJECT _____
Date: _____

The Contract is changed as follows:

CCO #	COR #	DESCRIPTION		AMOUNT
		Requested by: Reason:	ADD	
		Requested by: Reason:	ADD	
		Requested by: Reason:	ADD	
		Requested by: Reason:	ADD	
		Requested by: Reason:		
		TOTAL CHANGE ORDER NO. ____	ADD	\$0.00

The original Contract Sum	\$0
Net Change by previously authorized Change Orders	\$0
The Contract Sum prior to this Change Order	\$0
The Contract Sum will be increased by this Change Order in the amount of	\$0
The New Contract Sum including this Change Order will be	\$0
The Contract Time will be extended	(-0-) work days

2 of 2

Change Order ____

ARTICLE 12 - CHANGE OF THE CONTRACT TIME

12.1 Contract Time

12.1.1 The County may extend, reduce or adjust the contract time without invalidating the Contract Documents and without notice to the Surety. The contract time may only be changed by a change order. Any claim for an extension in the contract time shall be based on written notice to Project Manager within five (5) days of commencement of the event giving rise to the claim. The notice shall set forth the reasons for the delay, the date of its commencement, the extent of the delay, together with such supporting data as may be required by Project Manager. Change in the contract time shall be incorporated in a change order. Failure to present notice of claim in writing within the stated five days constitutes a waiver for any delay claim.

12.1.2 In the event it is deemed necessary to extend the time for completion of the work, such extensions shall in no way release any guarantee given by the Contractor pursuant to the provisions of the Contract Documents, or the contract let hereunder, nor shall such extension of time relieve or release the Sureties on the bonds executed pursuant to said provision. The Sureties in executing such bonds shall be deemed to have expressly agreed to any such extension of time. The amount of time allowed in any extension of time shall be limited to the period of the delay giving rise to the same as determined by the County.

12.1.3 The amount of time extension, if any, to which the Contractor is entitled shall be determined by the Project Manager. No damages of any sort shall be paid to Contractor for delay, disruption, halting, cessation or temporary abandonment, no matter from what cause. Parties acknowledge that on this project, revisions to the plans and specifications will be needed, and Contractor waives, by entering into the Agreement with County, any damages caused by such revision or any other source during the term of this contract. Notwithstanding any dispute which may arise in connection with a claim for adjustment of the contract time, Contractor shall proceed with the work promptly and directly.

12.2 Liquidated Damages

12.2.1 The work prescribed by the Contract Documents must be completed within the time set forth in the Agreement, or damage will be sustained by the County. Any delay could cause delay to operations of the County depriving the County of the scheduled beginning of the use of the facility under construction. The parties hereto recognize that, because of the foregoing special circumstances, it is impractical and extremely difficult to fix the actual damages.

12.2.2 Accordingly, the parties hereto agree, and by execution of the Agreement the Contractor acknowledges that he understands, has ascertained and agrees, that the Contractor shall pay to the County, as liquidated damages, and not as a penalty or forfeiture, the amounts herein set forth for the failure of the Contractor to substantially complete the entire work within the time specified.

12.2.3 Time is therefore of the essence in these Contract Documents and it is imperative that the work included in these Contract Documents be substantially completed within the specified time.

12.2.4 Since it is impossible or extremely impractical, presently, to determine the actual amount of damages which the County will sustain by reason of such delay, it is, therefore, agreed that the Contractor will pay to the County liquidated damages in the amount as set forth in subparagraph 12.2.6, for each and every calendar day beyond the time set forth in the Agreement, as adjusted, until the time of completion as determined in paragraph 14.5. The Contractor agrees to promptly pay such liquidated damages as are herein provided. In case the same are not so paid, Contractor agrees that the County may deduct the amount thereof from any money due or that may become due the Contractor under the contract.

12.2.5 The parties have endeavored to estimate the actual damages likely to be suffered by the County in the event of a delay in completion beyond the time set forth in the Agreement, and agree that the amount is a reasonable estimate of the County's actual damages and are just and reasonable sums under the circumstances presently existing.

12.2.6 It is agreed that the amount of liquidated damages to be paid by the Contractor to the County for failure to complete the entire work specified by the Contract Completion Date or to meet any deadline set forth in the Agreement for the completion of specified work (as extended, if applicable) is two hundred fifty dollars and no/cents (\$250.00) for each calendar day, continuing after the Substantial Completion Date, as indicated in the Agreement, to the date of actual substantial completion, or until the time of completion of the work necessary to meet such a deadline, as the case may be.

12.2.7 In the event the Contractor shall become liable for liquidated damages under this Section, the County in addition to all other remedies provided by law, shall have the right to require the Project Manager to withhold any and all retained percentages of payments, subject to the requirements of Sections 10263 and 22300 of the Public Contracts Code, which would otherwise be or become due the Contractor until the liability of the Contractor under this Section has been finally determined. The County shall have the right to use and apply such retained percentages, in whole or in part, to reimburse the County for all liquidated damages due or to become due to the County. Any remaining balance of such retained percentages shall be paid to the Contractor only after discharge in full of all liability incurred by the Contractor under this Section or otherwise. If the retained percentage is not sufficient to discharge all such liabilities of the Contractor, the Contractor shall continue to remain liable to the County until all such liabilities are satisfied in full.

12.2.8 Such amount will be in each case the actual cash value agreed upon as the loss to the County resulting from the Contractor's default.

12.2.9 Disputes, claims and matters in question arising out of or relating to the interpretation or implementation of Article 12 shall be submitted and resolved in accordance with paragraph 8.4.

ARTICLE 13 - WARRANTY AND GUARANTEE; TEST AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.1 Warranty and Guarantee

13.1.2 Contractor warrants and guarantees to County that all materials and equipment will be unless otherwise specified, all work will be of good quality, free from faults or defects, in accordance with the requirements of the Contract Documents and of any inspections, tests or approvals referred to in paragraph 13.2. All unsatisfactory work, all faulty or defective work, and all work not conforming to the requirements of the Contract Documents at the time of acceptance thereof or of such inspections, tests or approvals shall be considered defective. All defective work, whether or not in place, may be rejected, corrected or accepted as the County may direct.

13.2 Tests and Inspections

13.2.1 If laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any work to be specifically inspected, tested or approved by some public body, Contractor shall assume full responsibility therefore, pay all costs in connection therewith, and furnish the Project Manager with the required certificates of inspection, testing or approval. All other inspections, tests and approvals required by the Contract Documents shall be performed by County and the costs be paid by County unless otherwise specified.

13.2.2 Contractor shall give Project Manager and Architect timely notice of readiness of the work for all inspections, tests or approvals. If any such work required so to be inspected, tested or approved is

covered before such inspections, tests, or approvals are made, without written approval of the Project Manager, it must, if requested by the Project Manager or Architect, be uncovered for observation, and such uncovering and replacement shall be at Contractor's expense.

13.2.3 Neither observations by Project Manager and Architect nor inspections, tests or approvals shall relieve Contractor from his obligations to perform the work in accordance with the requirements of the Contract Documents.

13.2.4 Any defective work, which may be discovered before final acceptance of the work, shall be corrected immediately by the Contractor, and any unsatisfactory materials shall be rejected, notwithstanding that they may have been overlooked by an inspector. The inspection of the work shall not relieve the Contractor of any of his obligations to perform satisfactory work as herein prescribed.

13.2.5 Failure or neglect on the part of the County or any of its authorized agents to condemn or reject bad or inferior work or materials shall not be construed to imply an acceptance of such work or materials if it becomes evident at any time prior to final acceptance of the work; neither shall it be construed as barring the County at any subsequent time from recovery of damages or of such a sum of money as may be needed to build all portions of the work in which fraud was practiced or improper materials used whenever found.

13.3 Access to Work

13.3.1 The County and its representative and the Architect and his representatives will at all times have access to the work. Contractor shall provide proper and safe facilities for such access and observation of the work and also for any inspection or testing thereof by others.

13.4 Uncovering the Work

13.4.1 Work, which is supposed to be tested prior to covering or inspecting, and which has been covered prior to testing or inspection must, if requested by Project Manager or Architect, be uncovered for observation and replaced at Contractor's expense.

13.4.2 The Project Manager may request any work to be uncovered and inspected and tested. If such work is found to be defective, Contractor shall bear the expense of uncovering, exposure, inspection, testing, correction and recovering. If the work is not found to be defective, Contractor shall be allowed an increase in contract price and, if necessary, an extension of time to cover all-time and cost expended. Such increase and extension shall be granted pursuant to Articles 10, 11, and 12.

13.5 County May Stop the Work

13.5.1 If the work is defective, or Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, or if Contractor fails to make prompt payments to subcontractors or for labor, materials or equipment, County may order Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated. This right of County to stop the work shall not give rise to any duty on the part of County to exercise this right for the benefit of Contractor or any other party.

13.6 Correction or Removal of Defective Work

13.6.1 The Project Manager may require the Contractor, prior to approval of final payment, without cost to County and as specified by Project Manager, to either correct any defective work, whether or not fabricated, installed or completed, or, if the work has been rejected by Project Manager or Architect, remove it from the site and replace it with nondefective work. If Contractor does not correct such defective work or remove and replace such rejected work within a reasonable time, all as specified in a written notice from Project Manager, County may have the deficiency corrected or the rejected work removed and replaced by other persons. All direct or indirect costs of such correction or removal and

replacement, including compensation for additional professional services, shall be paid by Contractor. Contractor shall also bear the expenses of making good all work of others destroyed or damaged by his correction, removal or replacement of his defective work.

13.6.2 The Contractor shall remove from the site within 48 hours, when so directed by the Project Manager, any materials which are not in conformance with the Contract Documents.

13.7 One Year Correction Period

13.7.1 If, after the approval of final payment and prior to the expiration of one year after the date of Notice of Completion or such longer periods of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any work is found to be defective, Contractor shall promptly, without cost to County and in accordance with County's written instructions, either correct such defective work, or, if it has been rejected by County, remove it from the site and replace it with nondefective work. If Contractor does not promptly comply with the terms of such instructions, County may have the defective work corrected or the rejected work removed and replaced by other persons and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by Contractor. The requirements of this paragraph shall be cumulative with such other indemnification, warranties and guarantees as provided by the Contract Documents, at law and in equity, and shall not be deemed a limitation of any sort on the rights and remedies of the County against the Contractor

13.7.1.1 The warranties, extended warranties and guarantees in these General Conditions and in the Specification shall be cumulative with such other indemnification, warranties and guarantees as provided by the Contract Documents, or at law or in equity, and shall be deemed a limitation of any sort on the rights and remedies of the County against the Contractor.

13.8 Acceptance of Defective Work

13.8.1 If, instead of requiring correction or removal and replacement of defective work, County prefers to accept it, it may do so. In such case, if acceptance occurs prior to approval of final payment, a change order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the contract price; or, if the acceptance occurs after approval of final payment, an appropriate amount shall be paid by Contractor to County.

13.9 Work Neglected by Contractor

13.9.1 If Contractor fails to prosecute the work in accordance with the Contract Documents, including any requirements of the construction schedule, County may give Contractor written notice. Contractor shall respond to County within 24 hours' receipt of said notice, and conform to said notice within 7 days. County may, without prejudice to any other remedy it may have, make good deficiencies, and the cost thereof (including compensation for additional professional services) shall be charged against Contractor. If the payments then or thereafter due Contractor are not sufficient to cover such amount, Contractor shall pay the difference to County.

ARTICLE 14 - PAYMENTS AND COMPLETION

14.1 Schedules:

14.1.1 Work Schedule and activity cost data developed in connection therewith as described in the General Requirements. No progress payment will be made until after the Schedule has been updated as of the date of application. The activity cost data will be incorporated into the form of Application for Payment furnished by the County.

14.2 Application for Progress Payment:

14.2.1 Once a month Contractor shall submit to Project Manager and Architect for review an Application for Payment filled out and signed by Contractor covering the work completed as of the date of the application and accompanied by such data, vouchers and schedules as may reasonably be required. No payment shall be made for any work or material not specifically incorporated in the project, except equipment purchased by Contractor, delivered to and stored in a bonded warehouse acceptable to the Owner. Payment for 95% of the invoiced value of such equipment may be made, subject to the inspection by and approval of the Owner. Equipment that qualified for such payment while not incorporated into the work, is limited to: special order transformers, generators, pumps, valves, and motors. Items which are "stock" or "off the shelf" which are readily available are not, under any circumstances, eligible for payment under this provision.

14.2.2 Mobilization, bonds, and insurance premiums will be paid as part of the first progress payment if these costs are identified as part of the cost allocation required under General Requirements, Section 01310. Each subsequent Application for Payment shall include an affidavit of Contractor stating that all previous progress payments received on account of the work have been applied to discharge in full all of Contractor's obligations reflected in prior Applications for Payment and otherwise. Failure to submit any data and affidavits as may be required by this paragraph shall be grounds for rejection of the Application for Payment. This payment will be made pursuant to paragraph 14.11

14.3 Contractor's Warranty of Title:

14.3.1 Contractor warrants and guarantees that title to all work, materials and equipment covered by any Application for Payment, whether incorporated in the project or not, will pass to County at the time of payment, free and clear of all liens, claims, security interests and encumbrances (hereinafter in these General Conditions referred to as "liens"). The County may, at any time, require the Contractor to post, at Contractor's expense, a lien release bond as to any lien filed against the project.

14.4 Approval of Payments:

14.4.1 The Project Manager will, within fifteen days after receipt of each Application for Payment, either indicate in writing his approval for payment or return the application to Contractor indicating his reasons for refusing to approve payment. County shall, within 30 days of presentation to it of an approved Application for Payment, review said application and if found acceptable in form and amount, pay Contractor the amount approved.

14.4.2 The County will pay 95% of the amount due the Contractor as progress payments. The remaining monies will be paid pursuant to paragraph 14.9.1.

14.4.3 The Contractor may elect to receive 100% of payments due under the contract from time to time, without retention of any portion of the payment by the public agency, by depositing securities of equivalent value with the public agency in accordance with the provisions of Section 4590 of the Government Code. Such securities, if deposited by the Contractor, shall be valued by the public agency's Finance Director (Treasurer), whose decision on valuation of the securities shall be final.

14.4.4 The granting of any progress payment, or the receipt thereof by the Contractor, shall not constitute acceptance of the work or any portion thereof, and shall in no way lessen the liability of the Contractor to replace unsatisfactory work or material, though the unsatisfactory character of such work or material may not have been apparent or detected at the time such payment was made.

14.4.5 It is mutually understood and agreed that when under any provision of this contract the County shall charge any sum of money against the Contractor, the amount of such charge shall be deducted and retained by the County from the amount of the next succeeding progress estimate, or from any

other moneys due or that may become due the Contractor on account of the contract. If on completion or termination of the contract such moneys due the Contractor are found insufficient to cover the County's charges against him the County shall have the right to recover the balance from the Contractor or his sureties.

14.4.6 The County may withhold up to 125% of the estimated cost of remedial work from payments otherwise due the Contractor, if in the judgment of the Project Manager or Architect the Contractor has failed to make satisfactory progress on the completion of remedial work, or is otherwise in violation of any requirement, duty, obligation or covenant contained in the Contract Documents. Such withholding is supplementary to the retention amount required by these Contract Documents.

14.4.7 County may refuse to approve the whole or any part of any payment because of subsequently discovered evidence, change in circumstances or the results of subsequent inspections or tests, and may nullify any such payments previously approved to such extent as may be necessary in their opinion to protect County from loss, because:

14.4.7.1 the work is defective, or completed work has been damaged requiring correction or replacement;

14.4.7.2 claims or liens have been filed, or there is reasonable cause to believe such may be filed;

14.4.7.3 the contract price has been reduced because of modification;

14.4.7.4 County has been required to correct defective work or complete the work;

14.4.7.5 of unsatisfactory prosecution of the work including failure to furnish acceptable submittals; or

14.4.7.6 the Contractor has failed to comply with the Contract Documents, direction of County or with the requirements of the law.

14.5 Notice of Completion:

14.5.1 Contractor will certify in writing to County, prior to final payment, that the entire project is substantially complete and request that County issue a Notice of Completion. Within a reasonable time thereafter, Project Manager, Contractor, and Architect shall make a review of completeness. If Project Manager does not consider the project substantially complete, Project Manager will notify Contractor in writing giving his reasons. If Project Manager considers the project substantially complete, Project Manager will prepare a provisional Notice of Completion which shall fix the tentative date of Substantial Completion and the responsibilities for maintenance and utilities. There shall be attached to the provisional certificate a list of items to be completed or corrected before final payment, and the provisional certificate shall fix the time within which such items be completed or corrected, said time to be within the contract time. Section 01700 shall apply to this paragraph.

14.5.2 Contractor shall have seven days after receipt of the provisional certificate during which he may make written objection to Project Manager as to any provisions of the provisional certificate or attached list. If, after considering such objection, Project Manager concludes that the project is not substantially complete, Project Manager will within seven days after submission of the objection notify Contractor thereof in writing stating the reasons. Upon Contractor's completion of the items listed on the provisional certificate, and upon satisfaction of the terms and conditions of the provisional certificate, the Project Manager shall issue a final Notice of Completion, which shall fix date as may be necessary or appropriate. Project Manager's determination of the date of Substantial Completion and other items under this paragraph shall be final and conclusive on Contractor. Section 01700 shall apply to this paragraph.

14.5.3 Project Manager shall have the right to exclude Contractor from the project site after the date of Substantial Completion, but Project Manager shall allow Contractor reasonable access to complete punch list items or perform correction and warranty work.

14.6 Partial Utilization:

14.6.1 Prior to final payment, Project Manager may request Contractor in writing to permit County to use a specified part of the project which it believes it may use without significant interference with construction of the other parts of the project. If Contractor agrees, it will certify to Project Manager and Architect that said part of the project is substantially complete and request Project Manager to issue a certificate of Substantial Completion for that part of the project. Within a reasonable time thereafter Project Manager, Contractor and Architect shall make an inspection of that part of the project to determine its status of completion. If Project Manager determines that such part is substantially complete, Project Manager shall issue a Certificate of Substantial Completion. If Project Manager does not consider that it is substantially complete, Project Manager will notify Contractor thereof in writing, giving its reasons. In case of partial utilization by the County, the provisions of General Requirements Section 01700 will govern with respect to the responsibilities of Contractor and County.

14.6.2 Partial utilization shall not limit any warranty or guarantee by the Contractor, nor shall it constitute a waiver of any right of the County, its successors or assigns.

14.7 Final Inspection:

14.7.1 The Contractor shall give written notice that the project is complete. Project Manager and Architect will make a final review of completeness with Contractor, and will notify Contractor in writing of all particulars in which this review reveals that the work is incomplete or defective. Contractor shall immediately take such measures as are necessary to remedy such deficiencies.

14.8 Final Application for Payment:

14.8.1 The Contractor shall complete all such corrections to the satisfaction of the Project Manager and deliver all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection and other documents required by the Contract Documents or by the Project Manager. He may then make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by such data as the Project Manager may reasonably require, together with complete releases - waivers of liens in a form satisfactory to the Project Manager. Contractor shall also be required to furnish receipts or releases in full; and affidavit that the releases and receipts include all labor, all payrolls, material and equipment for which a lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the work for which County or his property might in any way be responsible, have been paid or otherwise satisfied; and consent of the Surety to final payment. If any subcontractor, material man, fabricator or supplier fails to furnish a release or receipt in full, Contractor may be required at Project Manager's sole discretion to furnish a bond or other collateral satisfactory to Project Manager to indemnify County against any lien, stop notice, or any other loss or liability. This payment is made pursuant to paragraph 14.11 and Section 01700.

14.9 Approval of Final Payment:

14.9.1 If, on the basis of observation and review of the work during construction, final inspection and review of the final Application for Payment, as required by the Contract Documents, Project Manager is satisfied that the work has been fully and satisfactorily completed and that Contractor has fulfilled all his obligations under the Contract Documents, Project Manager will file a Notice of Completion and, within fifteen days after receipt of the final Application for Payment, approved by Project Manager, indicate in writing its approval for payment.

14.9.2 If, on the basis of observation and review of the work during construction, final inspection and review of the final Application for Payment, as required by the Contract Documents, Project Manager is not satisfied that the work has been fully and satisfactorily completed, and that Contractor has not fulfilled all his obligations under the Contract Documents, Project Manager will, within fifteen days after receipt of the final Application for Payment, indicate in writing his disapproval for payment. Thereupon Project Manager will give written notice to Contractor indicating in writing the reasons for refusing to approve final payment, in which case Contractor shall make the necessary corrections and resubmit the Application.

14.9.3 County shall make payment, including retention, to Contractor, pursuant to an approved final application for Payment, within 15 days of its approval, or on the 30th day following the recording of the Notice of Completion, whichever date is later. The approval and payment procedures described in paragraphs 14.10, 14.11, and 11.4 shall apply to this paragraph.

14.9.4 The Contractor and each assignee under any assignment in effect at the time of final payment shall, if required by the Project Manager, execute and deliver at the time of final payment and as a condition precedent to final payment, a release in form and substance satisfactory to and containing such exemptions as may be found appropriate by the County, discharging the County, Project Manager, and their elected officials, officers, agents, and employees of and from all liabilities, obligations and claims arising under this contract.

14.10 Contractor's Continuing Obligation:

14.10.1 Contractor's obligation to perform the work and complete the project in accordance with the Contract Documents shall be absolute. Neither approval of any progress or final payment by County, nor the issuance of a Notice of Completion, nor any payment by County to Contractor under the Contract Documents, nor any use or occupancy of the project by County shall constitute an acceptance of work not in accordance with the Contract Documents.

14.11 Waiver of Claims:

14.11.1 The making and acceptance of each progress payment and of final payment shall constitute a waiver of all prior claims by Contractor against County which have not been brought to the notice of the County as provided in the Contract Documents.

14.11.2 If any claim or lien or stop-notice or any other demand for payment or security therefore, including claims or demands upon the performance and payment bond sureties, is made or filed with or against County, the project or the premises by any person claiming that Contractor or any subcontractor or other person under it has failed to perform its contractual obligations or to make payment for any labor, services, materials equipment, taxes or other items or obligations furnished or incurred for or in connection with the work, or if at any time there shall be evidence of such non-performance or non-payment or of any claim or lien or stop-notice or other demand for which, if established, County might become liable and which is chargeable to Contractor; or if Contractor or any subcontractor or other person under it causes damage to the work or to any other work on the project; or if the Contractor fails to perform or is otherwise in default under any of the terms or provisions of the Contract Documents, the Project Manager shall have the right to retain from any payment then due or thereafter to become due an amount which in his sole discretion he deems sufficient to:

14.11.2.1 satisfy, discharge and defend against any such claim or lien or stop-notice or other demand, or any action which may be brought or judgment which may be recovered thereon;

14.11.2.2 make good any such non-payment, nonperformance, damage, failure or default; and

14.11.2.3 compensate County for and indemnify it against any and all losses, liability, damages, costs and expenses (including attorneys', accountants', consultants' and experts' fees and costs) which may be sustained or incurred in connection therewith.

14.11.3 County shall have the right to apply and charge against Contractor as much of the amount retained as may be required for the foregoing purposes. If the amount retained is insufficient therefore, Contractor shall be liable for the difference and upon written demand immediately pay the same to the County. The provisions of this paragraph are in addition to such other rights and entitlements as the County may enjoy against Contractor as elsewhere provided in the Contract Documents, and at law and in equity.

14.11.4 Should any subcontractor, material man, supplier or other such person file or maintain any action on or respecting a claim of mechanic's lien, stop-notice, against payment or performance bond, Contractor shall immediately and at his own expense procure, furnish and record appropriate release bonds in accordance with California Civil Code Section 8000 et. seq., and California Code of Civil Procedure Sections 405 through 405.24, inclusive. Upon Contractor's failure immediately to procure, furnish and record such release bonds, County shall have right to procure and record such release bonds, and to retain from Contractor's payment the cost thereof. The provisions of this paragraph are in addition to such other rights and entitlements as enjoyed by the County against Contractor as elsewhere provided in the Contract Documents, and at law and in equity.

14.12 Price Reduction For Defective Cost or Pricing Data

14.12.1 If the Owner determines that any price (including profit) negotiated in connection with the contract, or any cost reimbursable under this contract, was increased by any significant sums because the Contractor, or any subcontractor furnished incomplete or inaccurate cost or pricing data or data not current, then such price or cost or profit shall be reduced accordingly and the contract shall be modified in writing to reflect such reduction. Failure to agree on a reduction shall be subject to the Disputes Resolution clause of this contract.

14.12.2 Since the contract is subject to reduction under this clause by reason of defective cost or pricing data submitted in connection with certain subcontracts, the Contractor may wish to include a clause in each such subcontract requiring the subcontractor to appropriately indemnify the Contractor. It is also expected that any subcontractor subject to such indemnification will generally require substantially similar indemnification for defective cost or pricing data required to be submitted by his lower tier subcontractors.

14.13 Covenant Against Contingent Fees

14.13.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the County shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

14.14 Gratuities

14.14.1 If the Owner finds, after notice and hearing, that the Contractor or any of the Contractor's agents or representatives offered or gave gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, or agent of the Owner in an attempt to secure a contract or favorable treatment in the awarding, amending, or making any determinations related to the performance of this contract, the County may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract. The County may also pursue other rights and remedies that the law or this contract

provides. However, the existence of the facts upon which the County makes such findings shall be in issue and may be reviewed in proceedings under the remedy clause of this contract.

14.14.2 In the event this contract is terminated as provided in this clause, the County shall be entitled (1) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor, and (2) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the County) which shall be not less than 3 nor more than 10 times the costs the Contractor incurs in providing any such gratuities to any such officer or employee.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.1 County May Suspend Work

15.1.1 The County may, at any time and without cause, suspend the work or any portion thereof by notice in writing to Contractor. Contractor shall resume the work when so ordered in writing by County.

15.2 County May Terminate

15.2.1 The County may, without prejudice to any other right or remedy and after giving Contractor and his Surety seven calendar days written notice, terminate the services of Contractor and take possession of the project and of all materials, equipment, tools, construction equipment and machinery thereon owned by Contractor, and finish the work by whatever method it may deem expedient, if the Contractor is adjudged as bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if he fails to supply sufficient skilled workmen or suitable materials or equipment, or if he fails to make prompt payments to subcontractors or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if he disregards the authority of Project Manager, or if he otherwise violates any provisions of the Contract Documents. In such case Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price exceeds the direct and indirect costs of completing the project, including compensation for additional professional services, such excess shall be paid to Contractor. If the costs exceed such balance, Contractor shall pay the difference to County.

15.2.2 The termination of the Contractor's services by the County shall not affect any rights of the County against the Contractor then existing or which thereafter accrue. The retention of any payment of money by County due Contractor will not release the Contractor from liability.

15.2.3 The County may, after seven calendar days' written notice to Contractor, without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the agreement. In such case, Contractor shall be paid for all work then executed, any expense sustained, plus a reasonable profit.

15.2.4 The Contractor may not, under any condition, terminate or stop work because of a dispute, claim or any matter in controversy under the Contract Documents, then under submission, or previously resolved by a final and conclusive decision under paragraph 8.4.

ARTICLE 16 - MISCELLANEOUS

16.1 Giving Notice

16.1.1 Notice shall be deemed to have been validly given if delivered in writing to the individual or member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to him who gives the notice. Notice shall be effective as of the date of personal service or mailing.

16.2 General

16.2.1 All moneys not paid when due hereunder shall bear interest at the rate of 7% annually.

16.2.2 All specifications, drawings, and copies thereof furnished by the Architect shall be the property of County. They shall not be used on another project, and, with the exception of those sets that have been signed in connection with the execution of the Agreement, shall be returned to the County on request upon completion of the project.

16.2.3 The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon Contractor by the General Conditions and the rights and remedies available to County and Project Manager thereunder, shall be in addition to, and shall not be construed in any other way as a limitation of, any rights and remedies available to them which are otherwise imposed or available by law, by special guarantee or by other provisions of the Contract Documents.

16.2.4 Should County or Contractor suffer injury or damage to his person or property because of any error, omission or act of the other or any of his employees or agents or others for whose acts he is legally liable, notice of said injury shall be made in writing to the County within five days of the first observance of such injury or damage.

16.2.5 The Contract Documents shall be governed by the laws of the State of California. In case any provision of the Contract Documents, including without limitation these General Conditions, shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any other way be affected or impaired.

16.2.6 No waiver by County of any provision of the Contract Documents, including without limitations these General Conditions, shall constitute a waiver of any other provision thereof.

16.2.7 The waiver of any instance is not a waiver in the second instance.

ARTICLE 17 - EQUAL OPPORTUNITY

17.1 The Contractor shall maintain policies of employment as follows:

17.1.2 The Contractor and all subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to race, religion, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

17.2 See also Federal, State and County requirements in - SUPPLEMENTARY CONDITIONS.

SUPPLEMENTARY CONDITIONS

1. Statements and Payrolls

1.1 The Contractor and each subcontractor shall preserve his payroll records for a period of three years from the date of completion of this contract.

1.2 The Contractor shall submit weekly a copy of all payrolls to the Project Manager. The copy shall be accompanied by a statement signed by the employer or his agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those determined by the Department of Industrial Relations. The Contractor and subcontractor may use standard forms furnished by the Project Manager or any other form approved by the Project Manager. The Contractor shall be responsible for the submission of copies of payrolls of all subcontractors.

1.3 The payrolls and payroll records 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 employees' address and social security number need only appear on the first payroll on which his name appears.

1.4 If, on or before the 20th of the month, the Contractor has not submitted satisfactory payrolls for all work performed during the monthly period ending on or before the 6th of that month, the Owner will retain an amount equal to 5 percent of the estimated value of the work performed during the month from the next monthly estimate, except that such retention shall not exceed \$10,000 nor be less than \$1,000. Retention for failure to submit satisfactory payrolls shall be additional to all other retention's provided for in this 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.

2. Accident Prevention

2.1 Precautions shall be exercised at all times for protection of persons (including employees) and property. These shall include, but not be limited to, installation of adequate safety guards and protective devices for all equipment and machinery, whether used in the performance of work or permanently installed as part of the work. Contractor shall comply with all applicable laws relating to safety precautions, including safety regulations of CAL-OSHA.

2.2 Where conditions of the work present unreasonable risk or death to persons, or property damage, in the judgment of the Owner, it may direct Contractor at his sole expense, to close down the work and not commence work again until the hazardous condition is eliminated.

2.3 Nothing herein shall be deemed to allow use of shoring, sloping or protective system less effective than that required by the Construction Safety Orders of CAL-OSHA.

3. Air Pollution - State Requirements

3.1 In connection with Public Contracts Code Section 10231, Contractor and his subcontractors shall comply with all air pollution control rules, regulations, ordinances, and statutes which apply to any work performed pursuant to the contract, including any air pollution control rules, regulations, ordinances, and statutes specified in Government Code Section 11017. Fugitive Dust Permit and construction emission dust/control plan will be required by the Tehama County Air Pollution Control District (TCAPCD). They advised that open burning without a permit is restricted.

4. Anti-Trust Claims

4.1 By execution of this contract, Contractor agrees to and does hereby assign to awarding body all right, title, and interest in and to all causes of action it may have under the Clayton Act (15 U.S.C. Sec. 15) Section 4 or under the Cartwright Act (Business and Professions Code) Section 16700 et. seq., arising from purchases of goods, services, or materials made in performance of this contract. The parties shall deem this assignment effective at the time of the tender of final payment to Contractor without further acknowledgment. Contractor shall include, or cause to be included, similar provision in any subcontract entered into for any part of the work of this contract.

5. Anti-Kick Back

5.1 The Contractor must comply with the provisions in the Copeland "Anti-Kick Back Act" (18 USC 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3). This Act provides that each contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

6. Equal Opportunity - Federal Requirements

6.1 Selection of Labor: During the performance of this contract, the Contractor shall not discriminate against labor from any other State, possession or territory of the United States.

6.2 Employment Practices: During the performance of this contract, Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contract will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Owner setting forth the provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive

considerations for employment without regard to race, color, religion, sex or national origin.

c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Owner advising the said labor union or workers' representative of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and order of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts of Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

g. The Contractor will include the provisions of this Section in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.

No otherwise qualified handicapped individual in the United States as defined in Section 7 (5) of the Rehabilitation Act of 1973 (P.L. 93-112) shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under this contract.

6.3 Air Pollution - Federal Requirements: The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

6.4 Assurance of Minority Business Enterprise Participation

6.4.1 The bidder's execution of the signature portion of this proposal shall also constitute execution of this assurance.

6.4.2 The bidder hereby gives assurance pursuant to the requirements of the code of federal regulations, that bidder has made a reasonable effort to employ Minority Business Enterprises. Bidder further gives assurance that bidder will submit the documentation listing Minority

Business Enterprises with which the bidder will subcontract if the contract is awarded to bidder and if bidder is unable to obtain MBE participation, of the steps bidder has taken to obtain MBE participation.

7. Fair Employment Practices - State Requirements

7.1 In connection with the performance of work under this contract, Contractor agrees as follows:

- a. Contractor will not willfully discriminate against any employee or applicant for employment because of race, color, religious creed, physical handicap, medical condition, marital status, ancestry, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the awarding authority setting forth the provision of this Fair Employment Practices section.
- b. Contractor will send to each labor union or representative of workers with which he has collective bargaining agreement or other contract or understanding, a notice, to be provided by awarding authority, advising said labor union or workers' representative of Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- c. Contractor will permit access to his records of employment, employment advertisements, application forms and other pertinent data and records by the Fair Employment and Housing Commission, awarding authority or any other appropriate agency of the State of California designated by awarding authority for purposes of investigation to ascertain compliance with Fair Employment Practices section of this contract.
- d. A finding of willful violation of the Fair Employment Practices section of this contract or of the Fair Employment and Housing Act shall be regarded by awarding authority as a basis for determining Contractor to be not a "responsible bidder" as to future contracts for which such Contractor may submit bids, for revoking the Contractor's prequalification rating, if any, and for refusing to establish, re-establish or re prequalification rating for the Contractor.

Contractor shall immediately notify Awarding Authority if it the Fair Employment and Housing Commission has determined that a complaint alleging that Contractor has violated the Fair Employment and Housing Act is valid. Contractor shall immediately provide to Awarding Authority any agreement Contractor entered into under Government Code section 12964 and immediately notify Awarding Authority of any civil action brought against Contractor pursuant to Government Code section 12964.

Awarding authority shall deem a finding of willful violation of the Fair Employment and Housing Act to have occurred upon receipt of notice any such notice from Contractor, the Fair Employment and Housing Commission, and or Superior or Federal Court.

Upon receipt of such written notice, Awarding authority shall notify Contractor that unless he demonstrates to the satisfaction of Awarding authority within a stated period that the violation has been corrected, his prequalification rating will be revoked at the expiration of such period.

e. Contractor agrees, that should the awarding authority determine the Contractor has not complied with the Fair Employment Practices section of this contract, then pursuant to Labor Code Sections 1735 and 1775, Contractor shall, as a penalty to the awarding authority, forfeit, for each calendar day, or portion thereof, for each person who was denied employment as a result of such non-compliance, the penalties provided in the Labor Code for violation of prevailing wage rates. Such moneys may be recovered from Contractor. Awarding authority may deduct any such damages from any moneys due Contractor from the State of California.

f. Nothing contained in this Fair Employment Practices Section shall be construed in any manner or fashion so as to prevent awarding authority of the State of California from pursuing other remedies that may be available at law.

Nothing contained in this Fair Employment Practices section shall be construed in any manner or fashion so as to require or permit hiring of an employee not permitted by the National Labor Relations Act.

g. Prior to award of the contract, Contractor shall certify to awarding authority that he has or will meet the following standards for affirmative compliance, which shall be evaluated in each case by awarding authority:

(1) Contractor shall provide evidence, as required by the awarding authority, that he has notified all supervisors, foremen, and other personnel officers in writing of the content of the anti-discrimination clause and their responsibilities under it.

(2) Contractor shall provide evidence, as required by awarding authority, that he has notified all sources of employee referrals (including unions, employment agencies, advertisements, Department of Employment Development) of the content of the anti-discrimination clause.

(3) Personally, or through his representative, Contractor shall, through negotiations with unions with whom he has agreements, attempt to develop an agreement, which will:

(a) Spell out responsibilities for non-discrimination in hiring, referral, upgrading and training.

(b) Otherwise implement an affirmative anti-discrimination program in terms of the unions' specific areas of skill and geography, to the end that qualified minority workers will be available and given equal opportunity for employment.

(4) Contractor shall notify contracting agency of opposition to the anti-discrimination clause by individuals, firms or organizations during the period of its prequalification.

h. Contractor shall include the provisions of the foregoing paragraphs (a) through (g) in every first tier subcontract, so that such provisions will be binding upon each such subcontractor.

8. Additional Division of Labor Standards Enforcement Requirements

8.1 On each job site that is subject to compliance monitoring and enforcement by the Department of Industrial Relations, the prime contractor is required to post job site notices prescribed by regulation (See 8 Calif. Code Reg. §16451(d).

8.2 All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (AKA Division of Labor Standards Enforcement) in compliance with California Labor Code Section 1776, with exceptions as specified in Labor Code section 1771.4(a)(4). .

DIVISION 01 – GENERAL REQUIREMENTS

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Division 1 - General Requirements

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SECTION 01090

REFERENCE STANDARDS

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PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Quality assurance.
- B. Schedule of references.

1.02 RELATED SECTIONS

- A. Standards as noted in individual Sections of these Specifications.

1.03 QUALITY ASSURANCE

Contractor shall:

- A. For products or workmanship specified by association, trade, or Federal Standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current on date of Contract Documents, unless specifically noted.
- C. Obtain copies of standards when required by Contract Documents.
- D. Maintain a copy of the applicable reference standards at jobsite during submittals, planning, and progress of the specified work, until Substantial Completion.
- E. Should specified reference standards conflict with Contract Documents, request clarification from the County before proceeding.
- F. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.04 SCHEDULE OF REFERENCES

AA	Aluminum Association 818 Connecticut Avenue, N.W. Washington, DC 20006
AABC	Associated Air Balance Council 1000 Vermont Avenue, N.W. Washington, DC 20005
AASHTO	American Association of State Highway and Transportation Officials 444 North Capitol Street, N.W. Washington, DC 20001
ACI	American Concrete Institute Box 19150

	Reford Station Detroit, MI 48219
AI	Asphalt Institute Asphalt Institute Building College Park, MD 20740
AIA	American Institute of Architects 1735 New York Avenue, N.W. Washington, DC 20006
AICS	American Institute of Steel Construction 400 North Michigan Avenue Eighth Floor Chicago, IL 60611
AISI	American Iron and Steel Institute 1000 16th Street, N.W. Washington, DC 20036
AITC	American Institute of Timber Construction 333 W. Hampden Avenue Englewood, CO 80110
ANSI	American National Standards Institute 1430 Broadway New York, NY 10018
APA	American Plywood Association Box 11700 Tacoma, WA 98411
ARI	Air-Conditioning and Refrigeration Institute 1501 Wilson Boulevard Arlington, VA 22209
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers 1791 Tullie Circle, N.E. Atlanta, GA 30329
ASME	American Society for Testing and Materials 1916 Race Street Philadelphia, PA 19103
AWPA	American Wood-Preservers' Association 7735 Old Georgetown Road Bethesda, MD 20014
AWS	American Welding Society 550 LeJeune Road, N.W. Miami, FL 33135
AWWA	American Water Works Association 666 West Quincy Avenue Denver, CO 80235

CLFMI	Chain Link Fence Manufacturers Institute 1101 Connecticut Avenue, N.W. Washington, DC 20036
CRSI	Concrete Reinforcing Steel Institute 933 Plum Grove Road Schaumburg, IL 60195
DHI	Door and Hardware Institute 7711 Old Springhouse Road McLean, VA 22102
FGMA	Flat Glass marketing Association 3310 Harrison White Lakes Professional Building Topeka, KS 66611
FM	Factory Mutual System 1151 Boston-Providence Turnpike P.O. Box 688 Norwood, MA 01062
FS	Federal Specification General Services Administration Specifications and Consumer Information Distribution Section (WFSIS) Washington Navy Yard, Bldg. 197 Washington, DC 20407
GA	Gypsum Association 1603 Orrington Avenue Evanston, IL 60201
ICBO	International Conference of Building Officials 5360 S. Workman Mill Road Whittier, CA 90601
IEEE	Institute of Electrical and Electronics Engineers 345 East 47th Street New York, NY 10017
MFMA	Maple Flooring Manufacturers Association 60 Rivere Drive Northbrook IL 60062
MIL	Military Specification Naval Publications and Forms Center 5801 Tabor Avenue Philadelphia, PA 19120
ML/SFA	Metal Lath/Steel Framing Association 221 North LaSalle Street Chicago, IL 60601
NCMA	National Concrete Masonry Association P.O. Box 781 Herndon, VA 22070

NEBB	National Environmental Balancing Bureau 8224 Old Courthouse Road Vienna, VA 22180
NEMA	National Electrical Manufacturers' Association 2101 "L" Street, N.W. Washington, DC 20037
NFPA	National Fire Protection Association Battery March Park Quincy, MA 02269
PCA	Portland Cement Association 5420 Old Orchard Road Skokie, IL 60077
PS	Product Standard U.S. Department of Commerce Washington, DC 20203
RIS	Redwood Inspection Service One Lombard Street San Francisco, CA 94111
RCSHSB	Red Cedar Shingle and Handsplit Shake Bureau 515 116th Avenue Bellevue, WA 98004
SDI	Steel Deck Institute P.O. Box 9506 Canton, OH 44711
SDI	Steel Door Institute 712 Lakewood Center North 14600 Detroit Avenue Cleveland, OH 44107
SIGMA	Sealed Insulating Glass Manufacturers Association 111 East Wacker Drive Chicago, IL 60601
SMACNA	Sheet Metal and Air Conditioning Contractor's National Association 8224 Old Court House Road Vienna, VA 22180
TCA	Tile Council of America, Inc. Box 326 Princeton, NJ 08540
UL	Underwriters' Laboratories Inc. 333 Pfingston Road Northbrook, IL 60062
WIC	Woodwork Institute of California 1331 T Street Sacramento, CA 95807

WCLIB West Coast Lumber Inspection Bureau
6980 S.W. Varns Road
Box 23145
Portland, OR 97223

WWPA Western Wood Products Association
1500 Yeon Building
Portland, OR 97204

1.05 SCHEDULE OF GOVERNING CODES

- A. See Drawings for a list of applicable codes and regulations which shall govern, except where otherwise indicated.
- B. Refer to individual Specification Sections for additional codes and regulations which shall apply to the individual Work of said Sections.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

- A. All work shall be done in accordance with governing codes. A copy of each shall be kept at the jobsite at all times.

END OF SECTION

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SECTION 01200
PROJECT MEETINGS

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1.01 GENERAL

- A. Meetings:
 - 1. Project Manager will schedule regular project meetings as required. Contractor shall attend with appropriate staff, subcontractors, and suppliers.
 - 2. Meetings shall include, but not be limited to:
 - a. Pre-construction conference
 - b. Work progress.
 - c. Schedule and coordination.
 - d. Payment review.
 - e. Changes in the work.
 - f. Pre-installation.
- B. Administration: Project Manager will prepare agenda, conduct meetings, and distribute recorded proceedings and decisions to meeting participants and affected persons.
- C. Project Manager and ARCHITECT: Will attend each meeting.
- D. Space and Facilities: By Contractor at job site except Pre-construction *Conference* by Project Manager.

1.02 PRE-CONSTRUCTION CONFERENCE

- A. With Contractor and subcontractors, within 10 days after Notice to Proceed. Time as determined by Project Manager.

1.03 PROGRESS MEETING

- A. General: Not less than once a month on a regular, scheduled basis.
- B. Attendance: Project Manager, Owner, ARCHITECT, Contractor, and subcontractors, sub-subcontractors, suppliers and others as required by the Project Manager.

1.04 GUARANTEE, BONDS, SERVICE AND MAINTENANCE CONTRACTS MEETING

- A. General: Eleven months following date of final acceptance, meet to review guarantees, bonds, and service and maintenance contracts for materials and equipment.
- B. Action: Repair or replace defective work. Extend service and maintenance contracts as desired.
- C. Attendance: Project Manager, ARCHITECT, ARCHITECT's professional consultants as appropriate, Contractor, subcontractors, suppliers and others as appropriate to the agenda.

1.05 SPECIAL

- Called by Project Manager as warranted by developed conditions.

END OF SECTION

SECTION 01300
SUBMITTALS

1.01 SECTION INCLUDES

- A. Submittal procedures.
- B. Construction progress schedules.
- C. Schedule of Values.
- D. Submittals and Shop Drawings.
- E. Product Data.
- F. Samples.
- G. Mock-Ups.
- H. Manufacturers' instructions.
- I. Manufacturers' certificates.

1.02 RELATED SECTIONS

- A. Section 1039 - Coordination and Meetings
- B. Section 01310 - Construction Schedule
- C. Section 01400 - Quality Control: Manufacturers' field services and reports.
- D. Section 01600 - Material and Equipment / Substitutions.
- E. Section 01700 - Contract Closeout: Contract warranty and manufacturer's certificates closeout submittals.

1.03 SUBMITTAL PROCEDURES

- A. Timing:
 - 1. Make submittals within the times specified herein. Do not submit all at one time. Submit in accordance with the sequence of procurement, fabrication and construction.
 - 2. Make submittals far enough in advance of scheduled dates of installation to allow the time required for reviews, for securing necessary approvals, for possible revision and resubmittal, and for placing orders and securing delivery.
- B. Identification:
 - 1. Identify each submittal and resubmittal with the following information:
 - a. Project name and address as they appear on the Contract Documents.

- b. Contract name and number.
- c. Contractor's name and address.
- d. Date of submission.
- e. Numbering System: Submittals shall be identified by specification section (i.e., 02810-001, 07210-001, 11191-001, etc.) Any resubmittals shall be numbered sequentially according to the original submittal section, followed by the subscript ".1, .2, .3, etc. submittal number (i.e., 001.1, 001.2, etc.). Submittals and resubmittals shall be kept intact with the original number. Do not add new drawing or information outside the scope of the original submittal, unless specifically requested. Do not assign a new number for a resubmittal.
- f. Reference: List Specification Section number and product reference as a cross-reference for each submittal.

2. Identify each submittal with the following additional identification:

- a. Contractor's stamp with initials or signature, certifying to review of submittal, compliance with Contract Documents, and coordination with other impacted work, and verification of field measurements. The architect will return any submittal not bearing this stamp without being reviewed.
- b. Drawing and Specifications SECTION numbers to which the submittal applies.
- c. Subcontractor's or suppliers name and address.
- d. Name and telephone number of the individual to contact for additional information regarding the submittal.
- e. Whether it is an original or a resubmittal.

C. Coordination of Submittals:

- 1. General: Prior to submittal for the Architect's or consultant's review, as applicable, fully coordinate material as follows:
 - a. Determine and verify field dimensions and conditions, materials, catalog numbers, and similar data.
 - b. Coordinate shop drawing submittals with previously issued Addenda and Information Bulletins.
 - c. Coordinate with the various types of Work, and public agencies involved.
 - d. Secure necessary approvals from public agencies and others and signify by stamp, or other means, that approvals have been secured.
 - e. Unless otherwise specifically permitted by the Architect, make submittals in groups containing all associated items.
- 2. Completeness: Submittals shall be complete; partial submittals will be rejected for not complying with the Contract Documents.

D. Coordinate preparation and processing submittals with performance of construction activities.

1. Make submittals in groups containing associate items to ensure that information is available for checking each item when received.
 - a. Partial submittals may be rejected as not complying with requirements of Contract documents and Contractor shall be liable for any resulting delays.
 2. Requests for deviation from Contract Documents shall be submitted for consideration before submittal of affected items. Only deviations, which have been previously accepted in writing, shall be included in submittals.
- E. Place permanent label or title block on each submittal for identification. Indicate name or entity preparing each submittal in label or title block. See Paragraph 1.01.C herein for further information requirements on each submittal label or title block.
1. Provide space on label or beside title block to record Contractor's and Architect's review and approval markings and action taken.
- F. Contractor's Review:
1. Review submittals for accuracy, completeness, and conformity with Contract Documents.
 - a. Submittal shall be construed as stipulating Contractor has thoroughly and completely reviewed, and coordinated data.
 - b. Submittals that indicate less than Contractor's full compliance will be returned without action.
 - c. Delays caused by failure to comply will not be acceptable basis for extension of Completion Time.
- G. Allow sufficient review time so that installation will not be delayed as a result of the time required to process submittals, including time for resubmittals.
- H. Package each submittal appropriately for transmittal and handling.
- I. Project Architect's Review:
1. Submittals are reviewed for general conformance with design concept and general compliance with information given in Contract Documents only.
 2. Review of separate item shall not indicate acceptance of assembly of which item is part.
- J. Review shall not relieve Contractor from responsibility for errors or deviations from requirements of Contract Documents.
- K. Submittal Log: Maintain accurate submittal log for duration of Contract. Indicate current status of all submittals at all times. Make submittal log available for the Project Manager's review upon request.
- L. Resubmittals:
1. Subject to same terms and conditions as original submittal.
 2. Project Architect will accept not more than one resubmittal.

- a. Should additional resubmittals be required, Contractor shall reimburse Owner for Project Architect's account for time spent in processing additional resubmittals at rate of 2.5 times rate of Direct Personnel Expense (DPE). Direct Personnel Expense is defined as direct salaries of Project Architect's personnel engaged on Project and portion of costs of mandatory, and customary contributions and benefits related thereto, including employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions, and similar contributions and benefits.
 - 3. Claims will not be considered for Contractor's additional time or expense associated with resubmittals.
- M. Revisions:
 - 1. Make only those revisions required or accepted by Project Architect.
 - 2. Identify all changes made since previous submittal.
- N. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.
- O. Review or approval of any of the Contractor's submittals shall not relieve the Contractor of any of his/her responsibilities under the Contract for the successful completion of the Work in conformity with the requirements of the Drawings and Specifications. Any such review or approval shall not serve to waive any of the requirements of the Drawings or Specifications, nor to relieve the Contractor of any obligation thereunder. Defective, sub-standard, or non-complying work, materials, or equipment may be rejected, notwithstanding their previous review and/or approval.
- P. Special Submittals: In addition to submittals required by the Contract Documents, Contractor shall submit the following:
 - 1. Submittals required by governmental authorities and agencies of jurisdiction, as applicable.
- Q. Substitutions: Refer to Section 01600.
- 1.04 CONSTRUCTION PROGRESS SCHEDULES
 - A. Refer to Section 01310.
- 1.05 SCHEDULE OF VALUES
 - A. Submit a typed schedule on AIA Form G703 or other approved 8-1/2" x 11" format; Contractor's standard media-driven printout will be considered on request.
 - B. Format: Table of Contents of Volume 2 Specifications, with modifications as may be directed by Owner; identify each line item with number and title of major Specification sections.
 - C. Include in each line item a directly proportional amount of contractor general conditions, overhead, and profit.
 - D. Revise schedule to list change orders for each Application for Payment.

1.06 SHOP DRAWINGS, PRODUCT DATA, SAMPLES, AND OTHER SUBMITTALS

A. General:

1. Submit only as required by the various Specification SECTIONS. Do not submit shop drawings, product data, samples or other submittals, unless specifically required.
2. Submit in accordance with the accepted submittal schedule. Send copies of transmittals to the Owner.
3. Submit in the manner and quantities specified hereinafter.
4. Allow a minimum of 15 working days for processing by the Architect and his consultants, as applicable. Some submittals may require more processing time based upon consultant's input and the complexity of the submittal. If certain submittals are critical, they should be so identified at time of submission. If a specific submittal cannot be reviewed and returned within 15 working days, the Architect will develop with the Contractor a timely "turn-around" that will not impact the construction schedule.

B. Shop Drawings:

1. Submit in the quantity required to be returned, together with 2 additional copies of black-line or blue-line prints.
2. The Architect or his consultants, as applicable, will review the Shop Drawings; mark the drawings with required revisions; stamp the drawings and indicate "No Exceptions Noted," "Furnish as Corrected," "Revise and Resubmit," or "Rejected," and return the drawings. "Revise and Resubmit" or "Rejected" stamps shall not be construed by the Contractor as a valid reason for an extension of time.
3. Review the returned drawings and take appropriate action as indicated.
 - a. If drawings are marked "Revise and Resubmit," make revisions and indicate them with a "cloud," stamp and date, and resubmit in the same manner and number as for the original submittal.
 - b. If drawings are marked "Rejected," make a new submittal and submit in the same manner and number as for the original submittal.
 - c. If drawings are marked "No Exceptions Noted" or "Furnish as Corrected", print and distribute copies for Owner and Inspector, as well as those required for Contractor and Subcontractors.
4. The Architect or his consultants, as applicable, may review at their discretion up to one resubmittal and take action, as appropriate, in the same manner as for the original submittal. If more than one resubmittal is required, any associated costs as a result of additional reviews shall be an extra service of the Architect or his consultants, as applicable, and will be processed as a deductive Change Order in accordance with the GENERAL CONDITIONS and SUPPLEMENTARY CONDITIONS.
5. As with the original submittal, review the returned drawings and take appropriate action as indicated. As specified hereinabove, resubmit and revise until final action by the Architect or his consultants, as applicable. Final action is signified by the markings "No Exceptions Noted," or "Furnish as Corrected," on the returned drawings.

6. Following final action by the Architect or his consultants, as applicable, the Contractor shall make copies and distribute as required for accomplishment and inspection of the indicated Work.
7. Only those Shop Drawings which bear stamps showing final review of the Contractor, Architect, or the Architect's consultants, as applicable, shall be used.
8. Reproduction and Mailing Costs: The Contractor shall pay the reproduction and mailing costs of reproducible and all prints.
9. Coordination drawings are a special type of Shop Drawing that show the relationship and integration of different construction elements that require careful coordination during fabrication or installation to fit in the space provided or function as intended.
 - a. Preparation of coordination Drawings is specified in Section 01040 "Project Coordination" and may include components previously shown in detail on Shop Drawings or Product Data.
 - b. Submit coordination Drawings for integration of different construction elements. Show sequences and relationships of separate components to avoid conflicts in use of space.

C. Product Data:

1. Submit in the quantity required to be returned, together with two additional copies each of brochures, catalog cuts, and similar material.
2. Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information such as manufacturer's installation instructions, catalog cuts, standard color charts, rough-in diagrams and templates, wiring diagrams and performance curves. Where Product Data must be specially prepared because standard printed data is not suitable for use, submit as "Shop Drawings."
 - a. Submit number of copies which Contractor requires, plus four copies which will be retained.
 - b. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products, some of which are not required, mark copies to indicate the applicable information. Include the following information:
 1. Manufacturer's printed recommendations
 2. Compliance with recognized trade association standards
 3. Compliance with recognized testing agency standards
 4. Application of testing agency labels and seals
 5. Notation of dimensions verified by field measurement
 6. Notation of coordination requirements
 - c. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.
3. Review and processing of Product Data shall be the same as that for Shop Drawings.

D. Samples:

1. Submit in the size specified in the individual Specification SECTIONS, and in the quantity required to be returned to the Contractor, together with two additional Samples, which will be retained by the Architect or his consultants, as applicable.
2. Ship samples to the Architect's office, carriage prepaid.
3. Submit samples to illustrate functional and aesthetic characteristics of Product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
4. Preliminary Submittals:
 - a. Unless precise color, pattern, and texture or similar characteristics are specifically described, submit full set of choices for material or product.
 - b. Preliminary submittals will be reviewed and returned with Project Architect's mark indicating selection and other action.
 - c. Architect reserves right not to make individual determination or selections until all samples of all materials are submitted.
 - d. Submit samples of all selected colors, patterns, textures or other similar characteristics as selected by Project Architect.
5. Submit number of samples required by Contractor plus three that will be retained.
 - a. Where variation in color, pattern, texture or other characteristics are inherent in material or product, submit multiple units (not less than 3), that show approximate limits of variations.
 - b. Accepted samples will form standard of comparison for finished Work.
 - c. Defects, and deviations in excess of those in accepted samples, are unacceptable and are subject to rejection of completed Work.
6. Include identification on each sample, with full Project information, including:
 - a. Project name and location
 - b. Manufacturer and supplier
 - c. Name, finish, and composition of material
 - d. Location where material is to be used
 - e. Specification Section number.
7. Reviewed samples which may be used in the Work are indicated in individual specification sections.
8. Field Samples: Provide field samples as required by individual sections. Install samples in locations as directed, completed and finished.

E. Other Submittals: Submit as specified in the individual Specification Sections.

1. Distribute after review.

2. Unless specifically authorized in advance by the Owner, no fabrication or installation of any Product, material, component, or system of the Project shall begin until the specific submittals and shop drawings therefore (and/or other required submittal items, as may be applicable) have been reviewed by the Architect, and returned to the Contractor with indication that no exception is taken, or that the subject Work may be furnished as corrected on the shop drawings.
3. The Contractor shall inform each of his/her subcontractors and suppliers of the various requirements found throughout the Specifications concerning the submission of shop drawings and related submittals for review by the Architect.
4. Submittals and shop drawings prepared by the Contractor or his/her subcontractors or suppliers for submission to the Architect shall be checked by the Contractor before submission. In particular, the Contractor shall ascertain that the submittals and shop drawings meet all requirements of the Contract Documents and conform to the actual dimensions and conditions at the job site. Contractor shall be fully responsible for observing the need for and making any changes required by the equipment Contractor proposes to supply. If the submittals and shop drawings show variations from Contract Drawings or Specifications, whether because of standard practice or other reasons, the Contractor shall make special mention thereof in his/her letter of transmittal; if no specific mention of such variation is made the Contractor will not be relieved of the responsibility for completing the work in full accordance with the Contract Documents, even though such shop drawings are noted "REVIEWED", "NO EXCEPTIONS TAKEN", or similar notation by the Architect.
5. Submittals and shop drawings shall be drawn to scale, shall show all necessary working and final dimensions and such details, sections, plans, and elevations (all properly cross-referenced to the Contract Drawings) as are necessary to clearly delineate arrangements, construction, and connection with other Work; and shall illustrate all Work contiguous with and having a bearing on Work indicated. Submittals and shop drawings shall indicate the Project name, the names of the Contractor and the subcontractor, the name or description of the equipment or articles shown, the manufacturers' names, and the kinds, types, grades, thickness, and finishes of materials or equipment to be installed in the work. Marked up copies of standard or "generic" product data, catalog cuts, manufacturer's drawings, etc., showing non-Project-specific conditions will not be acceptable, unless their specific application to the Project is clearly indicated.
6. Manufacturers' brochures shall be acceptable for submittals, provided that they comply with the requirements listed above and with applicable Sections of the Specifications. If manufacturers' brochures are used, they shall clearly and explicitly delineate what is being submitted.
7. Timeliness: Submittals and shop drawings shall be submitted in such time as to cause no delay in the orderly progress of Work, layout, or fabrication under the Contract. Proper allowances shall be made for checking by the Architect and such correcting, resubmission and re-checking as may be necessary.
8. The review of submittals and shop drawings by the Architect will be general, and shall not relieve the Contractor from his/her sole responsibility for errors or omissions of any sort; nor for proper fitting and construction of the Work; nor for the furnishing of materials or Work required by the Contract Documents but not shown; nor for required quantity of material; nor for correctness of dimensions. Any request by the Architect for change and corrections on shop drawings shall not be construed as an order of extra work under the Contract.

1.07 MOCK-UPS

- A. Provide as required by individual Sections of the Specifications.
- B. Refer also to Section 01400, Quality Control.

1.08 MANUFACTURER'S INSTRUCTIONS

- A. When specified in individual Specification Sections, submit manufacturers' printed instructions for delivery, storage, assembly, installation, start-up, adjusting, an finish, in quantities specified for Product Data.
- B. Identify conflicts between manufacturers' instructions and Contract Documents.

1.09 MANUFACTURER'S CERTIFICATES

- A. When specified in individual Specification Sections, submit manufacturers' certificate to the Owner for review, in quantities specified for Product Data.
- B. Indicate that material(s) or Product(s) conform to or exceed specified requirements. Submit supporting reference data, affidavits, and certifications, as appropriate.
- C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Owner.

END OF SECTION

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SECTION 01310
CONSTRUCTION SCHEDULE

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1.01 SCOPE

- A. The work under this section consists of the planning, scheduling and reporting procedures required in conjunction with the progress of the work. It is the intent that the Contractor shall develop a schedule-demonstrating fulfillment of all contract requirements. The levels of detail and submittal procedures are described hereinafter.
- B. The schedule shall be updated a minimum of once a month at a joint meeting with the Project Manager, General Contractor and required subcontractors.
- C. Development and maintenance of the construction schedule and supplementary information as detailed hereinafter is the responsibility of the Contractor.
- D. The Contractor shall use the accepted schedule at all times in planning, coordinating and performing the work under this contract including all activities of the subcontractors, vendors and suppliers.

1.02 THE COMPLETE PROJECT SCHEDULE

- A. Within 10 working days after receipt of Notice to Proceed, the Contractor shall submit the schedule in accordance with all requirements of this section. The schedule shall reflect the Contractor's approach to scheduling the COMPLETE project, including all submittals; procurement and all required testing and operational requirements called for elsewhere in the documents.
- B. Within 5 working days after receipt of the schedule, the Project Manager will meet with the Contractor for joint review, correction or adjustment of the proposed schedule. Within five (5) working days after the joint review, the Contractor shall if necessary revise and shall resubmit the COMPLETE Schedule to the Project Manager. The resubmission will be reviewed by the Project Manager, and, if found to be as previously agreed upon, will be accepted.
- C. The accepted schedule shall constitute the project work schedule until subsequently revised in accordance with requirements of this section.

1.04 SCHEDULE REQUIREMENTS

- A. The schedule shall show the sequence and interdependence of activities required for complete performance of all items of work under the contract or portion thereof
- B. The Contractor shall submit the following supporting data with the submittal of his original CPM construction schedule:
 - 1. The proposed number of working days per week.
 - 2. The holidays to be observed during the duration of the contract (by day, month and year).
 - 3. The planned number of shifts per day.
 - 4. The number of hours per shift.

5. The planned usage of major construction equipment on the site, on a monthly basis.
6. The average weekly manpower usage for each trade to be employed on the project.

Any changes to the above information shall be submitted with successive updates and revisions.

- C. To the extent that the schedule or any revised schedule shows anything not jointly agreed upon, it shall be deemed to have not been accepted by the Project Manager. Failure to include any element of work required for the performance of this contract shall not excuse the Contractor from completing all work required within any applicable completion date of each phase notwithstanding the Project Manager's acceptance of the schedule.

1.05 ACTIVITY COST DATA

- A. The contractor shall furnish the Project Manager with a cost allocation (schedule of values) totaling to the contract amount, for all items detailed in the schedule. The Project Manager will prepare a Payment Request form this allocation. Once accepted by the Project Manager, the Payment Request form will become the basis for determining the progress payments for the balance of the project and the Contractor must submit his monthly Payment Request based upon progress reported on this form. No payment will be made unless supported by this Payment Request form completed to show monthly progress.
- B. The cost distribution may include cost for delivered equipment and material and the Project Manager will pay for only such items as identified elsewhere in these Contract Documents. All costs represented will include a pro rata distribution for overhead and profit: No separate item shall be shown for overhead and profit.
- C. Where the work of several trades is combined into one activity, the Contractor shall furnish for each such combined activity the cost breakdown of each trade on sheets separate from the network diagram. The sum of the costs for each trade shall equal the total dollar value of each such combined activity.
- D. Revisions to the schedule may require reallocation of costs. Revised activity cost data shall be submitted with revised Schedules as necessary, and a revised Payment Request form will be provided after approval of revised cost allocations.

1.06 PROGRESS REPORTING, UPDATING, AND REVISIONS

- A. On a date mutually agreed upon by the Project Manager and the Contractor, a job site progress meeting will be held each month at which time the schedule will be reviewed and updated. Attendees of this meeting shall include the Project Manager, the General Contractor and subcontractors if requested by the Project Manager. The Contractor shall have his copy of the Payment Request form and all other data required by the Contract Documents accurately filled in and completed prior to this meeting. Job progress and the Schedule will be reviewed to verify:
 1. Payment due to the Contractor based on percentage complete of items in the submitted Payment Request form.
 2. Logic, time and cost data for change order work that is to be incorporated into the schedule or Payment Request form.
 3. Status of as-built record drawings and as-built record specifications.

- B. The Contractor shall submit a narrative report as a part of his monthly progress review and update in a form agreed upon by the Contractor and the Project Manager.

The narrative report shall include:

1. Actual start and finish dates of activities completed during update period since the last accepted revision.
 2. Explanation of all changes in logic or in the scheduled work sequence, in durations, manpower and equipment.
 3. A description of the critical path for the remainder of the project.
 4. An explanation of corrective action taken or proposed.
- C. After each monthly update or revision, the Contractor shall submit to the Project Manager one complete schedule showing all revisions and changes in accordance with the monthly review meeting.
- D. Within five (5) working days after receipt of notice from the Project Manager, the Contractor shall submit a revised Schedule for any of the following reasons:
1. When delay in completion of any activity or group of activities indicates an overrun of the contract time or milestone requirement, by 20 working days or ten percent (10%) of the remaining duration, whichever is less.
 2. Delays in submittals or deliveries or work stoppage are encountered which make replanning or rescheduling of the work necessary.
 3. The schedule does not represent the actual prosecution and progress of the project as being performed in the field.
- E. Acceptance of any revised Schedule and all supporting data is contingent upon compliance with all other paragraphs of this section and any other previous agreements or requirements with or by the Project Manager.
- F. The cost of revisions to the Schedule resulting from contract changes shall be included in the cost for the change in work, and shall be based on the complexity of the revisions or contract change, man-hours expended in analyzing the change, and the total cost of the change.

1.07 RESPONSIBILITY FOR COMPLETION

- A. The Contractor agrees that whenever it becomes apparent from the monthly progress review meeting or the schedule that contract completion dates will not be met, he shall take some or all of the following action at no additional cost to the Owner:
1. Increase construction manpower in such quantities and crafts as will bring the progress of the work into conformance with all other requirements of this section.
 2. Increase the number of working hours per shift, shifts per working day, workdays per week, the amount of construction equipment or any combination of the foregoing, to bring the scheduling and progress of the work into conformance with all requirements of the Contract Documents.
 3. Reschedule the work under this contract in conformance with all other contract requirements to demonstrate completion of the contract work within the contract time.

1.08 ADJUSTMENT OF THE CONTRACT TIME

- A. The contract time will be adjusted only for causes specified in the Contract Documents. In the event the Contractor requests an adjustment of the contract time, he shall furnish such justification, schedule data and supporting evidence as the Project Manager may deem necessary for a determination as to whether or not the Contractor is entitled to an adjustment of time under the provisions of the contract. Submissions of proof based on revised activity logic, durations and costs is obligatory with any request.
- B. The Contractor shall submit each request for an adjustment in the contract time to the Project Manager in accordance with all other requirements of the Contract Documents. The Contractor shall include, as part of each request:
 - 1. Justification for the delay in narrative form.
 - 2. A subnetwork showing all CPM logic revisions, duration changes, and cost changes, for the work in question and its relationship to other activities on the Schedule.
- C. The schedule must clearly display that the Contractor has used, in full, all the float time available for the work involved in this request. Actual delays in activities, which according to the schedule, do not affect the critical path work in the Schedule, will not be the basis for an adjustment to the contract time.
- D. The Project Manager's determination as to the adjustment of the contract time shall be based upon the latest schedule that has been accepted at the time of the alleged delay and all other relevant information. The Contractor shall submit with every request, an updated Schedule whenever the actual field progress of the work does not conform to the accepted schedule in force at the time of the alleged delay. The data if approved by the Project Manager shall be included in the next monthly updating of the schedule.
- E. The Project Manager shall, within a reasonable time after receipt of a request for extension of the contract time and supporting evidence, review the facts and shall advise the Contractor, in writing of his decision.
- F. When the Project Manager has not yet made a final determination as to the adjustment of the contract time, and the parties are unable to agree as to the amount of the adjustment to be reflected in the Schedule, the Contractor shall reflect that amount of time adjustment in the Schedule as the Project Manager may determine to be appropriate for interim purposes. It is understood and agreed that any such interim determination by the Project Manager shall not be binding and shall be made only for the purpose of continuing to schedule the work until such time as the Project Manager has made a final determination as to any adjustment of the contract time. The Contractor shall revise the Schedule prepared thereafter in accordance with the final decision.

END OF SECTION

SECTION 01400
QUALITY CONTROL

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Quality assurance and control of installation.
- B. References.
- C. Field samples.
- D. Mock-ups.
- E. Inspection Services.
- F. Manufacturer's field services and reports.

1.02 RELATED SECTIONS

- A. Section 01090 – Reference Standards.
- B. Section 01300 – Submittals.
- C. Section 01410 – Testing Laboratory Services.
- D. Section 01600 – Material and Equipment / Substitutions: Requirements for material and product quality.

1.03 QUALITY ASSURANCE/CONTROL OF INSTALLATION

Contractor shall:

- A. Monitor quality control over sub-contractors, suppliers, manufacturers, Products, services, site conditions, and workmanship, to produce Work of highest quality.
- B. Comply fully with manufacturer's instructions, including each step in sequence.
- C. Should manufacturers instructions conflict with Contract Documents, request clarification from the Architect before proceeding.
- D. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform work by persons qualified to produce workmanship of specified quality.
- F. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.

1.04 REFERENCES

- A. Conform to reference standard by date of issue current on date of Contract Documents.

- B. Contractor shall obtain copies of standards when required by Contract Documents.
- C. Should specified reference standards conflict with Contract Documents, Contractor shall request clarification from Architect before proceeding.
- D. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.05 FIELD SAMPLES

- A. Contractor shall install field samples at the site as required by individual specification Section for review.
- B. Acceptable samples represent the minimum required quality level for the Work.
- C. Where field sample is specified in individual Sections to be removed, clear area after field sample has been accepted by Architect.

1.06 MOCK-UPS

- A. Contractor shall assemble specified items, complete, with specified attachment and anchorage devices, seals, and finishes, as applicable.
- B. Where mock-up is specified in individual Sections to be removed, Contractor shall clear the area after the mock-up has been accepted by Architect.

1.07 INSPECTION SERVICES

- A. The County will provide services of a person or persons to perform inspection of the Project. Contractor shall:
 - 1. Notify County at least 48 hours prior to expected time for operations requiring specific inspection.
 - 2. Make arrangements with County's inspector(s) and pay for additional samples and tests required for Contractor's use.

1.08 MANUFACTURERS' FIELD SERVICES AND REPORTS

Contractor shall:

- A. When specified in individual Specification Sections, require material or Product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust, and balance of equipment and as applicable, and to initiate instructions when necessary.
- B. Submit qualifications of observer to Project Manager 30 days in advance of required observations. The observer is subject to approval of County.
- C. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
- D. Submit report in duplicate within 30 days of observation to Project Manager for review.

END OF SECTION

SECTION 01410
TESTING LABORATORY SERVICE

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Selection and payment.
- B. Contractor submittals.
- C. Laboratory responsibilities.
- D. Laboratory reports.
- E. Limits on testing laboratory authority.
- F. Contractor responsibilities.
- G. Schedule of inspections and tests.

1.02 RELATED SECTIONS

- A. Division 00 - Contract Conditions (General Provisions Paragraph 4-07).
- B. Section 01090 - Reference Standards.
- C. Section 01300 - Submittals: Manufacturer's certificates.
- D. Section 01700 - Contract Closeout: Project Record Documents.
- E. Drawings and individual Specification Sections: Inspections and tests required, and standards for testing.

1.03 REFERENCES

- A. ANSI/ASTM D3740 - Practice for Evaluation of Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.
- B. ANSI/ASTM E329 - Recommended Practice for Inspection and Testing Agencies for Concrete, Steel, and Bituminous Materials as Used in Construction.
- C. The Geotechnical Investigation included as Appendix Item #1 of this Project Manual. (This report is provided for general information only, and neither the County nor the Architect warrants its accuracy or completeness.)

1.04 SELECTION AND PAYMENT

- A. County will provide services of an independent testing laboratory to perform specified inspection and testing, or perform said inspection and testing in-house.

1.05 LABORATORY RESPONSIBILITIES

- A. All concrete mixes are to be submitted for approval and the maximum slump shall be 4 inches unless otherwise approved. Concrete cylinders (3) will be taken for each type of pour. The contractor has to hire a firm to test the cylinders at 7, 14 and 28 days. The contractor is to submit mix designs for approval.

1.06 CONTRACTOR RESPONSIBILITIES

Contractor shall:

- A. Deliver to laboratory at designated location, adequate samples of materials proposed to be used which require testing, along with proposed mix designs.
- B. Cooperate with laboratory personnel, and provide access to the Work and to manufacturer's facilities.
- C. Provide incidental labor and facilities to provide access to Work to be tested, to obtain and handle samples at the site or at source of products to be tested, to facilitate tests and inspections, storage and curing of test samples.
- D. Notify Inspector and laboratory 24 hours prior to expected time for operations requiring inspection and testing services.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

3.01 SCHEDULES OF INSPECTIONS AND TESTS

- A. As required by individual Specification Sections.
- B. As required by Drawings.

END OF SECTION

SECTION 01500
TEMPORARY FACILITIES

1.01 GENERAL

- A. Provide temporary facilities as shown or specified and as required to complete the work per Contract Documents.
- B. Providing temporary facilities is the Contractor's sole responsibility, and is not limited to the minimums established by the requirements hereof. Except as otherwise indicated, the use of alternative temporary facilities equivalent to those specified is the Contractor's option, subject to the Project Manager's or the ARCHITECT's acceptance. Temporary construction facilities are defined to exclude tools and self-contained construction machines and equipment.
- C. The types of temporary construction facilities as may be required for the project include:
 - 1. Construction water distribution.
 - 2. Dewatering facilities and drains.
 - 3. Temporary enclosure.
 - 4. Temporary heat
 - 5. Ventilation and humidity control
 - 6. Construction aids and miscellaneous facilities.
 - 7. Temporary power distribution.
 - 8. Temporary lighting.

1.02 QUALITY ASSURANCE

- A. Regulations: Comply with governing regulations for the installation and use of temporary construction facilities, including health and safety regulations.
- B. Standards: Comply with the "Manual of Accident Prevention in Construction" by AGC (AGC Safety Manual) and with NFPA Code 241 "Building Construction and Demolition Operations," and with ANSI AIO-Series standards "Safety Requirements for Construction and Demolition" and State of California Department of Industrial Relations, Division - Occupational Safety and Health CAC Title 8.

1.03 SUBMITTALS

- A. General: Submit copies of whatever reports of inspections, tests, gauge readings and similar data and copies of permits and certificates have been secured for the operation of temporary construction facilities, including those used for dewatering, distributing power, lighting and similar operations.

1.04 JOB CONDITIONS

- A. Schedule uses: Provide the temporary construction facilities ready for use at each location, at the time first needed to avoid delays in the performance of the work. Maintain, expand and modify as needed through the progress of work, and do not remove until no longer needed or replaced by authorized use of completed permanent facilities of the project.
- B. Temporary use of permanent facilities: Regardless of previously assigned responsibilities for temporary facilities, the Installer of each permanent facility shall assume responsibility for its operation, maintenance and protection during use as a construction facility prior to the Project Manager's acceptance and assumed operation of the facility.
- C. Conditions of use: Operate, maintain, control and protect temporary construction facilities in a manner which will prevent overloading, hazardous exposures, fire, disease, damage or deterioration of completed work, public nuisances, and similar deleterious effects.

1.05 MATERIALS OF TEMPORARY FACILITIES

- A. General: Provide either new or used materials and equipment, which are in substantially undamaged condition. Provide materials and equipment which are recognized in the construction industry, by compliance with appropriate standards, as being suitable for the intended use in each case, and capable of being maintained properly through the course of anticipated use at the project site.
- B. Water hoses: Where shut-off nozzles are used at the discharge of water hoses, provide heavy-duty abrasion-resistant hoses with a pressure rating greater than the maximum pressure of the water distribution system. Where non-potable water is used, provide adequate warning sign on discharge end of each length of hose.
- C. Heating units: Provide temporary heating units which have been tested and labeled by UL, FM, FIA or a recognized trade association relate to the fuel being consumed (AGA, NEMA, or other).
- D. Tarpaulins: Waterproof and fire-retardant type, UL labeled with a flame-spread rating of 15 or less. Provide translucent type (Laminated polyethylene with nylon reinforcement, or similar) for temporary enclosure where work is being or will be performed.
- E. Voltage differences: Provide identification warning signs at power outlets which are other than 110-120 volt power. Provide polarized outlets for plug-in type outlets.
- F. Electrical power cords: Use only grounded extension cords; hard-service type where exposed to abrasion and traffic of any kind.
- G. Lamps and light fixtures: Provide general service type incandescent lamps of the wattage indicated or required for adequate illumination. Where exposed to breakage by construction operations, protect lamps with guard cages or tempered glass enclosures. Provide exterior type fixtures where exposed to weather or moisture.

1.06 INSTALLATION OF TEMPORARY FACILITIES

- A. General:
 - 1. Use qualified tradesmen for the installation of temporary construction facilities. Locate facilities where they will serve the total project construction work adequately, and result in minimum interference with performance of the work. Relocate, modify and extend facilities as required during the course of the work, to properly accommodate the entire work of the project.

2. Changeover from the use of temporary facilities to the use of the permanent facilities at the earliest feasible date in each portion of the building. Do not use permanent water piping for the distribution of non-potable water.
- B. Dewatering facilities and drains: For general temporary drainage and dewatering facilities and operations provide dewatering as required to maintain the site, excavations and the construction free of water.
- C. Temporary Enclosure: Where required, provide temporary enclosure of materials, equipment, work in progress and completed portions of work, so as to afford protection for both the work and employees, from whatever ill effects may result from the work or the weather. Provide temporary enclosure wherever temporary heat is needed and permanent building enclosure is neither yet completed nor adequate for the containment of temporary heat. Coordinate temporary enclosures with ventilating and drying-of-the-work requirements, so as to avoid dangerous conditions and ill effects.
- D. Temporary heat:
1. At each stage of construction in each portion of the building, restrict the selection of temporary heating facility to a method that is recognized as safe and without ill effect upon the work in place and being installed. Provide temporary heat wherever needed for the proper performance of the work, or for curing or drying of work recently installed, or for the protection of work in place from adverse effects of low temperatures or high relative humidity. Coordinate temporary heating with ventilation requirements to produce the indicated ambient condition required for the work, and at the same time to minimize the consumption of fuel or energy.
 2. Except as otherwise indicated, maintain a minimum temperature of 45 degrees F in permanently enclosed portions of the building, and in areas where finished work has been installed.
- E. Temporary ventilation: Ventilate wherever possible through the use of natural ventilation, utilizing temporary heat and temporary enclosures and openings to effect the needed movement of air where necessary. Operate units with filters and baffles to avoid the distribution of dust and to minimize other ill effects upon the work.
- F. Construction aids and miscellaneous facilities: This category of temporary construction facilities includes scaffolding, ramps, runways, staging, temporary stairs, ladders, sheeting, shoring, cross-lot bracing, bridge, guard rails, barriers, closures, platforms, swing stages and temporary partitions. The design, construction and maintenance of these facilities is the sole responsibility of the Contractor. Provide whatever facilities are needed to accommodate the performance of the entire work of the project.

G. Temporary power distribution:

1. Provide a weatherproof, grounded, temporary power distribution system sufficient to accommodate the performance of the entire work of the project, including the use of tools, equipment and electrical construction machines, temporary electrical heating, the operation of test equipment and systems which cannot be delayed until permanent power connections are operable, temporary operation of other temporary facilities including permanent equipment and systems which must be placed in operation prior to use of permanent power connections (pumps, HVAC equipment, elevator, and similar equipment) and power for temporary operation of existing facilities (if any) at the site during change-over to the new permanent power system. Provide circuits of adequate size and proper power characteristics for each use. Run circuit wiring generally overhead, and rise vertically in locations where it will be the least exposed to possible damage from construction operations, and result in the least interference with the performance of the work. Provide rigid steel conduit or equivalent raceways for

wiring, which must be exposed on grade, floors, decks or other recognized exposures to damage or abuse.

2. Provide overload-protected disconnect switch for each temporary power circuit, located at the power distribution center.
3. For general use of power hand tools and task lighting, provide temporary 4-gang outlets at each floor level, spaced so that each area of work can be reached with a 100' extension cord. Provide separate 110-120 volt, 20-amp circuit for each 4-gang outlet (4 outlets per circuit).
4. Provide metal conduit, tubing or armored cable for protection of temporary power wiring; except, at Contractor's option and where permitted by code, wiring of circuits not exceeding 110-120 volt, 20 amp rating may be nonmetallic sheathed cable in areas where located overhead and exposed for surveillance. Provide metal enclosures or boxes for wiring devices.
5. It is assumed that required electric welding, if any, will be powered by the use of engine-driven power-generator sets, not by power from the temporary system.

H. Temporary lighting:

1. General: Provide a general, weatherproof, grounded temporary lighting system in every area of construction work, as soon as the overhead floor/roof deck structure has been installed. Provide sufficient illumination for safe work and traffic conditions. Run circuit wiring generally overhead, and rise vertically in locations where it will be least exposed to possible damage from construction operations. Do not expose on grade, or other recognized areas of possible damage or abuse.
2. For general temporary lighting in construction areas, provide not less than one 200-watt incandescent lamp per 1000 square feet of floor area, uniformly distributed; or provide equivalent illumination of a similar nature. Provide not less than 100-watt incandescent lamps in corridors and similar traffic-ways spaced no more than 50' apart, except provide one lamp at each stairway or ladder landing.
3. Nonmetallic sheathed cable may, at Contractor's option and where permitted by code, be used for wiring lighting circuits where located overhead and exposed for surveillance. Provide metal conduit, tubing or armored cable where concealed or exposed to possible damage during construction operations. Do not wire temporary lighting with plain exposed (insulated) electrical conductors.

1.07 OPERATIONS AND TERMINATIONS:

- A. Supervision: Enforce strict discipline in the use of temporary facilities. Limit availability of facilities to essential uses.
- B. Maintained operations: Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation and similar facilities on a 24-hour-per-day basis where required to achieve the indicated results in the work, and avoid the possibility of damage to the work and temporary facilities.
- C. Prevent water-filled piping and vessels from freezing, whether temporary or permanent, by either draining or by insulation or heating.
- D. Termination and removal:

1. At the time the need has ended for each temporary construction facility, or for a substantial element of the facility, or when it has been replaced by authorized use of a permanent facility, or no later than the time of substantial completion, promptly remove the temporary facility unless requested by the Project Manager to retain it for a longer period of time. Complete the work, which may have been delayed because of interference's with temporary facilities, and restore work which may have been affected by temporary facilities. Repair damaged work, clean exposed surfaces, and replace work that cannot be satisfactorily restored. Except as otherwise indicated, the materials and equipment of temporary facilities remain the property of the contractors.
2. At the time of substantial completion clean and renovate permanent facilities, which have been used to provide temporary services during the construction period. Replace significantly worn parts and parts which may have been subjected to unusual operating conditions. Restore facilities to a substantially good-as-new condition in every respect. Replace used facilities that cannot be satisfactorily restored.

END OF SECTION

SECTION 01540
SECURITY AND PROTECTION

1.01 DESCRIPTION OF REQUIREMENTS

- A. This section of General Requirements specifies minimum requirements of temporary provisions for security and protection not specified elsewhere. The providing of adequate security and protection is Contractor's sole responsibility, and is not limited to minimums established by requirements hereof. Except as otherwise indicated, use of alternative security and protection methods of facilities equivalent to those specified, is Contractor's option. The work of this section is not intended to include required insurance coverage, performance/payment bonds, individual provisions for safe performance of specific work, first aid requirements, general supervision, quality control, damage surveys, prequalification of construction personnel, temporary enclosure of completed work and stored materials, inspection and tests of the work, instructions to Owner's personnel and similar recognized protection/security provisions, which are, nevertheless, specified elsewhere in the Contract Documents, if required.
- B. The types of security and protection facilities and services required for project (entire project not just work of contract) may include but are not necessarily limited to the following:
 - 1. Temporary fire protection.
 - 2. Barricades, warning signs, lights.
 - 3. Barrier fence enclosure.
 - 4. Security enclosure and lockup of work.
 - 5. Environmental protection. Coordinate permits with California Department of Fish and Game prior to commencing with the work when applicable.
- C. Coordinate with Owner to minimize conflict, and to facilitate Owner's operations. Coordinate with owner for a security plan, which will include ingress and egress, identification, protection of staff, materials and tools.

1.02 QUALITY ASSURANCE

- A. Regulations: Comply with governing regulations for installation and operation of security and protection facilities, including rules and recommendations of fire departments, police rescue squads, watchman services and similar local organizations and companies.
- B. Standards: Comply with NFPA Code 241 "Building Construction and Demolition Operations."
- C. Responsibilities: The assignment of responsibilities for security and protection such as installation, maintenance and operation, is Contractor's obligation; refer to "Guidelines on Bid Conditions for Temporary Job Utilities and Services," by AGC and the Association of Specialty Contractors for industry recommendations.

1.03 JOB CONDITIONS:

- A. Scheduled uses: Provide security and protection at times first needed at site; and maintain, expand and modify facilities as needed throughout construction period.

- B. Temporary use of permanent facilities: The Installer of each permanent facility shall be required to assume responsibility for its operation, maintenance and protection during use (if any) as a temporary security or protection facility, prior to Owner's acceptance and assumed operation of facility.
- C. Conditions of use: Use security and protection facilities and services in a safe, sanitary, lawful, and publicly acceptable manner, which will not interfere unduly with performance of the work nor result in other deleterious effect.

1.04 MATERIALS OF SECURITY AND PROTECTION FACILITIES

- A. General: Provide either new or used materials and equipment, which are in substantially undamaged and serviceable condition.
- B. Fire extinguishers: Provide type A fire extinguishers for temporary offices and similar spaces where there is minimal danger of electrical fires or grease-oil-flammable liquid fires. Otherwise, provide either type ABC dry chemical extinguishers or a combination of several extinguishers of NFPA-recommended types for exposure in each case.
- C. Plywood: Provide exterior type, prime painted and finish painted. For fences and vision barriers provide minimum 5/8" thick plywood. For safety barriers and similar direct-contact uses, provide minimum 5/8" thick plywood.

1.05 INSTALLATION OF SECURITY/PROTECTION FACILITIES

- A. General:
 - 1. Use qualified tradesmen for installation of security and protection facilities. Locate facilities to serve total project construction work adequately, and to result in minimum interference with performance of the work. Relocate, modify and extend facilities as required during course of the work, to properly accommodate entire work of the project. Provide and maintain a reasonably neat and uniform appearance in security and protection facilities, acceptable to Project Manager.
 - 2. Provide temporary security and protection facilities until time of substantial completion, or for longer periods of time as requested by Project Manager.
- B. Temporary fire protection:
 - 1. General:
 - a. During construction period and until time certain protection needs may be fulfilled by permanent facilities, install and maintain whatever types and forms of fire protection temporary facilities may be needed to adequately protect against fire losses which are reasonably predictable and controllable. Except as otherwise indicated or required, comply with the applicable recommendations of NFPA No. 10 "Portable Fire Extinguishers" for each area of each construction activity when combustible materials, flammable liquids and similar exposures to possible fires are present. Locate extinguishers where most convenient and effective for intended purposes. Store combustible materials in recognized fire-safe locations and containers.
 - b. The local fire authority shall be consulted regarding temporary fire protection.

2. Program: Develop and supervise an overall fire prevention and first-aid fire protection program for personnel at project site. Instruct personnel in methods and procedures of program; post warnings and information, and enforce strict discipline. Review needs with local fire department officials and establish procedures to be followed. Maintain unobstructed access to extinguishers, fire hydrants, temporary fire protection facilities, stairways, and other access routes for fighting fires.
 3. Temporary water: Where temporary water outlets are available, provide hoses of adequate length to reach construction areas associated therewith. Hang hoses with warning sign, to effect that it is for fire protection and is not to be removed. Match hose sizes with outlet sizes, and equip with suitable nozzles.
- C. Permanent fire protection: not applicable
- D. Barricades, warning signs and lights: Comply with recognized standards and code requirements for erection of substantial and structurally adequate barricades where needed to prevent accidents and losses. Provide lighting where appropriate and needed for recognition of facility, including flashing red lights where appropriate.
- E. Enclosure fence: Installed by others. (Contractor will be responsible for any damage to and replacement of temporary fencing.)
- F. Security enclosure and lockup:
1. General: Install substantial and durable temporary enclosure of partially completed areas of construction, with locking entrances, adequate to prevent unauthorized entrance, vandalism, theft, and similar deleterious effects and violations of project security. It is recognized that enclosure fence around construction site does not provide adequate security against certain exposure to loss by theft and vandalism.
 2. Storage: Where materials and equipment must be temporarily stored, prior to and during construction, and are of substantial value or attractive for possible theft, provide secure lockup and enforce strict discipline in connection with timing of installation and release of materials, so that opportunity for theft and vandalism is minimized.
- G. Environmental protection: Provide protection facilities, operate temporary facilities, conduct construction activities, and enforce strict discipline for personnel at project site in ways and by methods which comply with environmental protection regulations, and which minimize the possibility that air, waterways and subsoil might be contaminated or polluted, or that other undesirable and deleterious effects might result from performance of the work at project site. Avoid use of tools and equipment, which produce harmful noise; and restrict use of noise-making tools and equipment to hours or use which will minimize noise near project site.

1.06 TERMINATION AND REMOVAL

Maintain protection and security facilities and services in good operating condition through time of use and until completion and use of permanent work makes each temporary service unnecessary, or until Owner's occupancy has replaced the need for service or until its discontinuation has been otherwise authorized. Remove each facility promptly after its use has been terminated. Complete or restore permanent work that may have been delayed or otherwise affected by temporary facility. Replace work, which cannot be satisfactorily restored. Except as otherwise indicated materials and equipment of temporary security and protection facilities remain property of contractors.

END OF SECTION

SECTION 01590
TEMPORARY GENERAL SERVICES

1.01 DESCRIPTION OF REQUIREMENTS

- A. Provide temporary services and facilities which will enable construction processes, and will accommodate other necessary activities at the project site. Providing adequate general services is the Contractor's sole responsibility, and is not limited to the minimums established by the requirements hereof. Except as otherwise indicated, the use of alternative general services equivalent to those specified is the Contractor's option, subject to the Project Manager's acceptance. Temporary general services exclude inspection and testing services, surveys, photographs, security provisions, protection, safety, final cleaning, startup of systems, instructions to Owner's personnel and other services which are recognized to be similar to the work of this section but are specified in other sections hereof, if required.
- B. The types of temporary general services required for the project may include, but are not necessarily limited to, the following:
 - 1. Sanitary facilities.
 - 2. Collection/disposal of waste materials.
 - 3. Miscellaneous general services.

1.02 QUALITY ASSURANCE

- A. Regulations: Comply with governing regulations for the installation and use of general service facilities, including health and safety regulations.
- B. Standards: Comply with the "Manual of Accident Prevention in Construction" by AGC (AGC Safety Manual) and with NFPA Code 241 "Building Construction and Demolition Operations."
- C. Responsibilities: Except as otherwise indicated, the assignment of responsibilities for installing facilities and performing general services, and for complying with trade regulations and union jurisdictions associated therewith, is the Contractor's obligation.

1.03 SUBMITTALS

Submit copies of inspection reports, certificates, permits and similar documentation required or issued in connection with general services.

1.04 JOB CONDITIONS

- A. Scheduled uses: Provide temporary general services at the time first needed at the site; and maintain, expand and modify the facilities as needed throughout the construction period.
- B. Conditions of use: Operate, maintain, control and protect general service facilities in a manner which will prevent fire, hazardous exposures, health problems, unsanitary conditions, pollution, contamination, discomfort to users, flooding, freeze-up, interference with the construction work, public nuisances and similar deleterious effects.

1.05 MATERIALS AND EQUIPMENT OF GENERAL SERVICES

- A. General: Provide either new or used materials and equipment for general service facilities, which are in substantially undamaged and serviceable condition. Provide types and qualities, which are recognized in the construction industry as suitable for the intended use in each application.
- B. Drinking water: Potable water approved by local health authorities.
- C. Construction materials: For offices, fabrication shops, storage sheds and similar construction, provide standard manufactured prefabricated or mobile home construction insulated and weather-tight where indicated to be heated or air conditioned; or provide equivalent job-built construction. Equip each unit with locked entrances, operable windows, roofing, adequate foundations for usual loading including wind loads, serviceable finishes of the types indicated, and mechanical/electrical equipment as needed to achieve the ambient conditions indicated.
- D. Self-contained toilet units: Single-occupant, self-contained units of the chemical aerated recirculation type fully enclosed with a glass fiber reinforced polyester shell or similar non-absorbent material, properly vented and maintained in operation.
- E. Project Sign: Except as otherwise indicated, provide 4' x 8' exterior type, grade B-B with high density concrete form overlay plywood (PS 1), on design provided by Engineer. Provide exterior-grade enamel for painting sign panels and applying required graphics.

1.06 INSTALLATION OF GENERAL SERVICE FACILITIES

- A. General: Locate facilities where they will serve the total project construction work adequately, and result in minimum interference with performance of the work. Relocate, modify and extend facilities as required during the course of the work, to properly accommodate the entire work of the project.
- B. Sanitary facilities:
 - 1. General: Sanitary facilities include toilets, wash facilities, and drinking water fixtures. Comply with governing regulations including safety and health codes for the type, number, location, operation, and maintenance of fixtures and facilities, but provide not less than the specified requirements. Install sanitary facilities in available locations which will best serve the needs of personnel at the project site.
 - 2. Toilets: Choice of either self-contained toilet units or water/sewer connected temporary toilet installations (or both) is the Contractor's option to the extent permitted by governing regulations.
 - 3. Drinking water fixtures: Supply drinking water for construction personnel by either water-system-connected drinking fountains or by containerized tap-dispensers with paper cups (or both) at Contractor's option.
- C. Collection and disposal of wastes: Establish and enforce a daily system for collecting and disposing of waste materials from construction areas and elsewhere at the project site. Do not hold collected materials at the site for periods of more than 7 days, nor for periods of more than 3 days during hot weather (when daily temperatures can be expected to rise above 80 degrees F). Handle hazardous, dangerous, unsanitary, contaminated, polluting and similar harmful wastes separately from inert materials, by containerizing in an appropriate manner. Dispose of each category of waste material in a lawful manner. Do not bury or burn waste materials on the Owner's property.

- D. Parking: Arrange for temporary surface parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking. Parking areas must be approved by Project Manager due to environmentally sensitive areas (i.e. vernal pools, wetlands)
- E. Miscellaneous general services: Include whatever general services may be required, or are found to be necessary, for the accommodation of the work. The items of general service which may be needed include, but are not necessarily limited to, the installation of postal delivery service, parking spaces at the temporary offices, walkways in and around the construction area and personal protection items for employees and visitors.

1.07 OPERATIONS AND TERMINATIONS

- A. Supervision: Enforce strict discipline in the use of general services at the project site. Limit availability of facilities to essential and intended uses, so as to minimize wastes and the possibility of abuses and the resulting unsanitary and hazardous or dangerous conditions. Do not allow temporary offices and similar temporary or permanent spaces to be used as living quarters, or for other unintended occupancies or uses.
- B. Maintenance: Operate and maintain general services in good operating condition through the time of use, and until removal is authorized. Protect from damage by weather.
- C. Termination and removal: When the need has ended for each temporary general service facility, or at the time of substantial completion, promptly remove the facility unless requested by the Project Manager to retain it. Complete or restore permanent work which may have been delayed or otherwise affected by the temporary facility. Replace work which cannot be satisfactorily restored. Except as otherwise indicated, the materials and equipment of temporary general services remain the property of the Contractor. Owner reserves the right to take possession of project identification signs.

END OF SECTION

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SECTION 01600
MATERIAL AND EQUIPMENT / SUBSTITUTIONS

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PART 1 - GENERAL

1.01 SECTIONS INCLUDES

- A. Products.
- B. Transportation and handling.
- C. Storage and protection.
- D. Product options.
- E. Substitutions.

1.02 RELATED SECTIONS

- A. Division 00 - Contract Conditions (General Provisions Paragraph 4-10).
- B. Section 01300 - Submittals.
- C. Section 01400 - Quality Requirements.

1.03 PRODUCTS

- A. "Products" means new material, machinery, components, equipment, fixtures, assemblies, and systems forming the Work; and does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse.
- B. Do not use material and equipment removed from existing premises, except as specifically permitted by the Contract Documents.
- C. Provide interchangeable components of the same manufacturer, for similar components.
- D. Comply with Specifications, referenced standards, and applicable codes and regulations as minimum requirements.
- E. Provide new materials except as specifically allowed by Contract Documents.
- F. Provide equipment and systems composed of materials from a single manufacturer except where otherwise recommended by equipment or systems manufacturer or where otherwise indicated in Contract Documents.

1.04 WORKMANSHIP

Contractor shall:

- A. Comply with industry standards and applicable codes except when more restrictive tolerances or requirements indicate more rigid standards or precise workmanship.
- B. Perform work by persons qualified to produce workmanship of specified quality.

- C. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, and racking. Seismic and vertical load anchors shall conform to applicable code requirements.
- D. Install products plumb, straight and true, and in correct relationship to adjacent materials, with hairline joints, free of rough, sharp or potentially hazardous edges.

1.05 MANUFACTURERS' INSTRUCTIONS

- A. When work is specified to comply with manufacturer's recommendations or instructions, distribute copies to persons involved, and maintain one set in field office.
- B. Perform work in accordance with details or recommendations and instructions and specified requirements.
- C. Should a conflict existing between the Specifications and recommendations or instructions, consult with the County.
- D. Where manufacturer's information notes special recommendations in addition to installation instructions, comply with both recommendations and instructions.

1.06 PRODUCT OPTIONS

- A. Contractor shall provide products listed in the Contract Documents, products by manufacturers listed in the Contract Documents, and products meeting specified requirements.
- B. Procedures are described for requesting substitution of unlisted materials in lieu of materials named in the Contract Documents.
- C. Contractor's Options:
 - 1. For products specified only by reference standard, select products meeting the referenced standard.
 - 2. For products specified by naming one or more products or manufacturers, select products of any named manufacturer meeting the Specifications.
 - 3. For a product or manufacturer not specifically named, submit a Request for Substitution.
 - 4. Where terms "or equal", or "or approved equal", or similar references are made, submit a Request for Substitution for any product or manufacturer not specifically named in the Contract Documents.

1.07 SUBSTITUTIONS

- A.. The Contractor may submit written requests for substitutions for specified products within fifteen days preceding bid date or within **5 days** following date of receipt of Notice to Proceed. Requests received after the **5 days** will not be considered except for the following reasons:
 - 1. Product discontinued.
 - 2. Insufficient quantity except as caused by failure to award subcontract in time, or failure to order products so as to insure delivery without delay of work.

3. Delays beyond control such as strikes, fires, and acts of nature, war or civil disorder.
 4. Reasons supported by sufficient evidence to satisfy the Project Manager that the request should be allowed.
- B. Submit four copies of each request for substitution. Include in each request:
1. Complete data indicating compliance of substitute with Contract Documents.
 2. For products:
 - a. Product identification including name and address of manufacturer, source of supply nearest job site, contract specifications identification, and location in the work.
 - b. Product data: Description, performance and test data, reference standards; for substitute and specified item.
 - c. Samples, if requested.
 - d. Name and address of similar projects on which product was used and date of installation.
 - e. Deduction from contract price to be allowed for acceptance of substitutions.
 3. For construction methods:
 - a. Detailed description of proposed methods.
 - b. Drawings illustrating methods.
 4. Itemized comparison of specified and proposed methods or products.
 5. Data relating to changes in construction schedule.
 6. Accurate cost data on substitution compared to costs of specified item.
- C. In making request for substitution the bidder or Contractor represents:
1. He has investigated the proposed substitute and determined that it is equal or superior in all respects to the specified item.
 2. He will provide the same guarantee, warranty bonds or other assurances for the substitute as for the specified item.
 3. He waives all claims for additional costs related to the substitution that may develop.
 4. Cost data is complete and includes all related costs under his contract.
- D. Substitutions will not be considered if:
1. They are shown or implied on other submittals without formal request per this section.
 2. Acceptance will require substantial revision of the Contract Documents or the work.

- E. Only one substitution will be considered for any one material. If the requested substitution is not accepted the originally specified product must be supplied.
- F. Action on Requests for Substitution Approval of request will be documented by Change Order. Denial of request will be made by letter or RFI.

1.08 TRANSPORTATION AND HANDLING

Contractor shall:

- A. Transport and handle products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.
- C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

1.09 STORAGE AND PROTECTION

Contractor shall:

- A. Store and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight, climate controlled enclosures.
- B. For exterior storage of fabricated products, place on sloped supports, above ground.
- C. Provide off-site storage and protection when site does not permit on-site storage or protection.
- D. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.
- E. Store loose granular materials on solid flat surfaces in a well-drained area. Prohibit mixing with foreign matter.
- F. Provide equipment and personnel to storage products by methods to prevent soiling, disfigurement, or damage.
- G. Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under specified conditions.

PART 2 – PRODUCTS

Not Used.

PART 3 – EXECUTION

Not Used.

END OF SECTION

SECTION 01700
PROJECT CLOSEOUT

1.01 DESCRIPTION OF REQUIREMENTS

- A. Definitions: Closeout includes the general requirements near the end of the contract time, in preparation for final acceptance, final payment, normal termination of the contract, occupancy by the Owner and similar actions evidencing completion of the work. Specific requirements for individual units of work are specified in the specification sections. The time of closeout is recognized to be directly related to "Substantial Completion," and therefore may be either a single period for the entire work or a series of periods for individual parts of the work which have been certified as substantially complete at different dates.

1.02 PREREQUISITES FOR SUBSTANTIAL COMPLETION

- A. General: Prior to requesting Project Manager's inspection for certification of substantial completion, as required by the General Conditions, complete the following and list known exceptions in request:
1. Submit last Progress Payment Request, with sworn statement showing 100 percent completion of the work, complete with associated releases, consents and supports.
 2. Submit statement showing final accounting of changes to the contract price.
 3. Advise Project Manager of pending insurance change-over requirements.
 4. Submit special guarantees, warranties, workmanship bonds, maintenance agreements, final certifications and similar documents.
 5. Obtain and submit, operating certificates, final inspection/test certificates, and similar releases enabling Owner's full and unrestricted use of the work and access to services and utilities.
 6. Submit record drawings, maintenance manuals, final project photographs, damage or settlement survey, property survey, and similar final record information.
 7. Deliver tools, spare parts, extra stocks of materials, and similar physical items to Owner.
 8. Complete start-up testing of systems, and instructions of Project Manager's operating/maintenance personnel.
 9. Discontinue (or change over) and remove from the project site temporary facilities and services, along with construction tools and facilities, and similar elements.
 10. Complete the final cleaning.
 11. Touch-up and otherwise repair and restore marred exposed finishes.

- B. Inspection procedures: Upon receipt of Contractor's request, Project Manager will either proceed with inspection or advise Contractor of prerequisites for inspection not fulfilled. The number of items to be corrected or completed will be averaged. When the average exceeds four items, the inspection will be stopped and the Contractor advised that the work is not ready for inspection. The Contractor shall then resume the work. Following initial complete inspection, Project Manager will either prepare certificate of substantial completion, or advise Contractor of work which must be performed prior to issuance of certificate; and repeat inspection when requested and assured that work has been substantially completed. Results of completed inspection will form initial "punch-list" for final acceptance.

1.03 PREREQUISITES FOR FINAL ACCEPTANCE

Prior to requesting Project Manager's final inspection for certification of final acceptance and final payment, as required by the General Conditions, complete the following and list known exceptions (if any) in request:

- A. Submit final payment request with final releases and supports not previously submitted and accepted. Include certificates of insurance for products and completed operations.
- B. Submit updated final statement, accounting for additional changes to the contract price.
- C. Submit certified copy of Project Manager's final punch-list of itemized work to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, endorsed and dated by the Project Manager.

1.04 RECORD DOCUMENT SUBMITTALS

- A. General: Specific requirements for record documents are indicated in individual sections of these specifications. The general requirements are indicated in individual sections of these specifications. The general submittal requirements are indicated in section 01.300. Do not use record documents for construction purposes; protect from deterioration and loss in a secure fire-resistive location; provide access to record documents for the Project Manager's inspection during normal working hours.
- B. Record drawings: Refer to Section 01720 - Record Documents.
- C. Maintenance manuals: Organize maintenance-and-operating manual information into suitable sets of manageable size, and bind into individual binders properly identified and indexed (thumb-tabbed); Include emergency instructions, spare parts listing, warranties, guarantees, wiring diagrams, recommended "turnaround" cycles, inspection procedures, shop drawings, product data, and similar applicable information. Bind each manual of each set in a heavy-duty 2", 3-ring, vinyl-covered binder, and include pocket folders for folded sheet information. Mark identification on both the front and spine of each binder.

1.05 CLOSEOUT PROCEDURES

- A. General operating/maintenance instructions: Arrange for each installer of work requiring continuing maintenance or operation (by the Owner) to meet with the Project Manager's personnel, at the project site, to provide basic instructions needed for proper operation and maintenance of the entire work. Include instructions by manufacturer's representative where installers are not expert in the required procedures. Review maintenance manuals, record documentation, tools, spare parts and materials, lubricants, fuels, identification system, control sequences, hazards, cleaning and similar procedures and facilities. For operational equipment, demonstrate start-up, shutdown, emergency operations, noise and vibration adjustments, safety, economy/efficiency adjustments, and similar operations. Review maintenance and operations in relation with applicable guarantees, warranties, agreements to maintain, bonds, and similar continuing commitments.

1.06 FINAL CLEANING

- A. General: Special cleaning for specific units of work is specified in the sections of specifications.
- B. Provide final cleaning of the work, at the time indicated, consisting of cleaning and grading the work area to its preconstruction condition prior to placing the final erosion control measures.

END OF SECTION

SECTION 01720
RECORD DOCUMENTS

1.01 DESCRIPTION OF REQUIREMENTS

- A. Record documents include those documents or copies relating directly to the performance of the work, which the Contractor is required to prepare or maintain for the Owner's records, recording the work as actually performed. In particular, record documents show changes in the work in relation to the way in which it was shown and specified by the original contract documents; and show additional information of value to the Owner's records, but not indicated by the original contract documents. Record copies include newly-prepared drawings (if any are specified), marked-up copies of contract drawings and shop drawings, marked-up copies of specifications, addenda and change orders, marked-up product data submittals, record samples, field records for variable and concealed conditions such as excavations and foundations, and miscellaneous record information on work which is otherwise recorded only schematically or not at all. Certain individual work sections indicate specific record-copy requirements, which extend the requirements of this section.
- B. Refer to Section 01700 for general closeout requirements related to the submittal of record copies.

1.02 RECORD DOCUMENTS

- A. Record Drawings:
 - 1. Mark-up procedures: During the progress of the work, maintain a white-print set (blue-line or black-line) of contract drawings and shop drawings, with mark-up of actual installations which vary substantially from the work as originally shown. Mark whatever drawings are most capable of showing the as-built condition, fully and accurately. Where shop drawings are marked-up, mark cross-reference on contract drawings at the corresponding location. Mark with erasable colored pencil, using separate colors where feasible to distinguish between changes for different categories of work at the same general location. Mark-up important additional information which was either shown schematically or omitted from original drawings. Give particular attention to information on work to be concealed that would be difficult to identify or measure and record at a later date. Note alternative numbers.
 - 2. Preparation of transparencies:
 - a. In preparation for certification of substantial completion on the last major portion of the work, review the completed mark-up of record drawings with the Project Manager. Identify and date each updated drawing.
 - b. Printing of original drawings, with addition of contract modifications, to produce transparencies and other prints as required herein is the Engineer's responsibility.
 - 3. Distribution: Upon completion of the record drawings, prepare three copies of each drawing, regardless of whether changes and additional information were recorded thereon. Organize each of the three copies into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover of each set. Organize and bind the mark-up set of prints (maintained during the construction period) in the same manner. Submit

mark-up set, three copy sets, and transparencies to Project Manager for Owner's records.

- B. Record Specifications: During the progress of the work, maintain one copy of the specifications, including addenda, change order and similar modifications issued in printed form during construction, and mark-up variations (of substances) in the actual work in comparison with the test of specifications and modifications as issued. Give particular attention to substitutions, selection of options, and similar information on work where it is concealed or cannot otherwise be readily discerned at a later date by direct observation. Note related record drawing information and product data, where applicable. Upon completion of mark-up, submit to Project Manager for Owner's records.

END OF SECTION

END OF DOCUMENT

INSURANCE REQUIREMENTS FOR CONSULTANT

CONSULTANT shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by CONSULTANT, his/her agents, representatives, employees or subconsultants. At a minimum, CONSULTANT shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations)

\$1,000,000 per occurrence for bodily injury, personal injury and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

Automobile Liability

Automobile liability insurance is required with minimum limits of \$1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

Workers' Compensation

If CONSULTANT has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover CONSULTANT and CONSULTANT'S employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of \$1,000,000 per accident for bodily injury or disease.

Professional Liability (CONSULTANT/Professional services standard agreement only) If CONSULTANT is a state-licensed architect, engineer, CONSULTANT, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of

California to practice a profession, CONSULTANT shall provide and maintain in full

force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less than \$1,000,000 per claim and \$2,000,000 aggregate on a claims made basis. However, if coverage is written on a claims made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

If CONSULTANT maintains higher limits than the minimums shown above, COMMISSION shall be entitled to coverage for the higher limits maintained by CONSULTANT.

All such insurance coverage, except professional liability insurance, shall be provided on an "occurrence" basis, rather than a "claims made" basis.

Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include "Tehama County Transportation Commission, Tehama County, its elected officials, officers, employees and volunteers" as an additional insured.

The certificate holder shall be "County of Tehama."

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions of \$25,000 or more must be declared to, and approved by, COMMISSION. The deductible and/or self-insured retentions will not limit or apply to CONSULTANT'S liability to COMMISSION and will be the sole responsibility of CONSULTANT.

Primary Insurance Coverage

For any claims related to this project, CONSULTANT'S insurance coverage shall be primary insurance as respects the COMMISSION, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COMMISSION, its officers, officials, employees, or volunteers shall be excess of CONSULTANT'S insurance and shall not contribute with it.

Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that “coverage shall not be reduced or canceled without 30 days’ prior written notice certain to COMMISSION.”

Acceptability of Insurers

CONSULTANT’S insurance shall be placed with an insurance carrier holding a current A.M.

Best & Company’s rating of not less than A:VII unless otherwise acceptable to COMMISSION. The COMMISSION reserves the right to require rating verification. CONSULTANT shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

SUBCONSULTANTS

CONSULTANT shall require and verify that all subconsultants maintain insurance that meets all the requirements stated herein.

Material Breach

If for any reason, CONSULTANT fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. COMMISSION, in its sole option, may terminate the contract and obtain damages from CONSULTANT resulting from breach. Alternatively, COMMISSION may purchase such required insurance coverage, and without further notice to CONSULTANT, COMMISSION may deduct from sums due to CONSULTANT any premium costs advanced by COMMISSION for such insurance.

Policy Obligations

CONSULTANT’S indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Verification of Coverage

CONSULTANT shall furnish COMMISSION with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the COMMISSION prior to COMMISSION signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The COMMISSION reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

**DISCLOSURE OF POTENTIAL CONFLICT OF
INTEREST FORM FOR A&E CONTRACTS**

The PROPOSER must identify and describe in detail each conflict of interest.

Use one form for each firm and attach additional documentation as necessary.

- I. Describe in detail the nature of the actual or potential conflict(s)
(involving project, personnel, financial advantage, or another item):
- a) project,
 - b) personnel,
 - c) financial advantage, or
 - d) another item

- II. For **each** actual or potential conflict above, describe in detail the
measures proposed to mitigate or resolve each issue.

- III. Describe in detail the intended effect of the proposed measures on the
actual or potential conflict(s) and how the proposed measures will
mitigate or resolve the actual or potential conflict(s):

I, _____ (insert name) on behalf of _____ (insert co.) declare
under penalty of perjury that the information and facts provided above are true and
correct.

Signature _____ Date _____

Provide name and phone number for a contact person who is authorized to discuss
this disclosure form with the Department of Transportation contract personnel.

Name & Title _____ Phone _____

Solicitation # _____ Firm Name _____