

SPECIFICATIONS FOR
ROOFTOP CHILLER REPLACEMENT AT LINUS PAULING
151 LINUS PAULING DRIVE, HERCULES, CA 94547

Authorization Numbers:
WH364A/B

August 26, 2026

PREPARED BY
LCA Architects
590 Ygnacio Valley Road, Suite 310
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(925)944-1626

FOR
CAPITAL PROJECTS MANAGEMENT DIVISION
PUBLIC WORKS DEPARTMENT
CONTRA COSTA COUNTY
40 MUIR ROAD, 2nd FLOOR
MARTINEZ, CALIFORNIA 94553-4825
(925) 655-3120 or (925) 812-7484

FILE NUMBER:
120-2301

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Twenty-Four (24), 36" X 24" sheets titled, "Rooftop Chiller Replacement Project, 151 Linus Pauling Drive, Hercules, CA 94547" dated 1/15/24

One (1), 36" X 24" sheet titled, "Rooftop Chiller Replacement Project, 151 Linus Pauling Drive, Hercules, CA 94547", Sheet A5.1 Revision 1, dated 5/21/26

One (1), 36" X 24" sheet titled, "Rooftop Chiller Replacement Project, 151 Linus Pauling Drive, Hercules, CA 94547", Sheet S1.0 Revision 1, dated 5/21/26

SPECIFICATIONS:

Five hundred and seventy four (574), 8.5"x11" sheets titled, "Rooftop Chiller Replacement Project, 151 Linus Pauling Drive, Hercules, CA 94547, Construction Documents Project Specifications" dated February 16th, 2024.

END OF SECTION

DIVISION A. NOTICE TO CONTRACTORS
(Advertisement)

Notice is hereby given by order of the Board of Supervisors of Contra Costa County, that the Director of Public Works will receive bids for the furnishing of all labor, materials, equipment, transportation and services for:

**ROOFTOP CHILLER REPLACEMENT PROJECT
151 LINUS PAULING DRIVE
HERCULES, CA 94547**

Authorization No. WH364 A/B

Bid proposals shall be sealed and shall be submitted to the Director of Public Works, Capital Projects Management Division Office, 255 Glacier Drive, Martinez 94553, on or before the 21st day of October, 2026 at 2:00 p.m., and will be opened in public immediately after the time due at the Public Works Department Conference Room G in BLDG 500, 255 Glacier Drive, Martinez, California 94553-4711

The estimated construction contract cost (Base bid) is \$2,966,094.00

The prime contractor for this project shall hold a valid Class B General Building Contractor license.

The project includes: The replacement of four rooftop packaged chiller units tied into the existing building management system.

Each bid is to be in accordance with the drawings and specifications on file at the Office of the Clerk of the Board of Supervisors, First Floor, County Administration Building, 1025 Escobar Street, Martinez, California.

The drawings and specifications may be examined at the County Public Works Department, 255 Glacier Drive, Martinez, California 94553-4897, Monday – Thursday (7:00 a.m. – 12:00 noon and 1:00 p.m. – 5:00 p.m.) and Friday (8:00 a.m. – 12:00 noon and 1:00 p.m. – 4:00 p.m.). Drawings and specifications are not available for purchase at the 255 Glacier Drive location. Drawings and specifications (not including documents included by reference) and proposal forms may be obtained by prospective bidders via the Contra Costa County Public Works Department's Online Planroom at www.cccounty.us/cpmprojects. **A non-refundable service charge for bid documents is required in the amount of \$75.00 (sales tax included). Shipping charges are extra, depending on the delivery method.** The Capital Projects Management Division does not guarantee the arrival of the drawings and specifications in time for bidding. No partial sets will be issued. There are no assurances to bidders who acquire bid documents from sources other than directly from the Contra Costa County Public Works Department's Online Planroom that they will receive all of the project bid documents (including addenda). For more information about obtaining drawings and specifications, please call Blueprint Express at (707) 745-3593. Electronic drawings and specifications for this project are ONLY available to planholders who have purchased a hard copy set of the plans and specifications.

Prospective bidders may obtain copies of the County's log of contractor plan holders on the web at www.cccounty.us/cpmprojects.

Technical questions regarding the contract documents should be directed in writing to the Capital Projects Management Division at Margaret.Thorp@pw.cccounty.us All questions must be received no later than 3:30PM on September 21, 2026.

Each bid shall be made on the bid form issued with the specifications and must be accompanied by bid security in the form of cash, a certified check, cashier's check, or bid bond in the amount of the ten percent (10%) of the base bid amount, made payable to "The County of Contra Costa".

The bid security shall be given as a guarantee that the bidder will enter into a contract if awarded the work, and will be forfeited by the bidder and retained by the County if the successful bidder refuses, neglects or fails to enter into said contract or to furnish the necessary bonds and insurance certificates after being requested to do so by the County.

Bidders are hereby notified that securities may be substituted for any monies withheld by the County of Contra Costa to ensure performance under the construction contract, in accordance with Public Contract Code Section 22300 and the General Conditions of the Contract. Such securities shall be valued by the County Treasurer-Tax Collector, whose decision shall be final. Also, types of securities which are not listed in Government Code Section 16430 or Public Contract Code Section 22300 must be approved as eligible for investment under Public Contract Code Section 22300 by the County Treasurer-Tax Collector before bid opening. Unless such securities are prequalified before bid opening, they shall not be accepted by the County as security.

The successful bidder will be required to furnish a Payment Bond in an amount equal to one hundred percent (100%) of the Contract price and a Faithful Performance Bond in an amount equal to one hundred percent (100%) of the Contract price, said bonds to be secured from an admitted surety insurer authorized by the Insurance Commissioner to transact business of insurance in the State of California. Each bond shall be issued on the form set forth in the specifications.

Bidders are hereby notified that pursuant to the Statutes of the State of California, or local law applicable thereto, the said Board has obtained the general prevailing rate of per diem wages and rates for legal holidays and overtime work in the locality in which this work is to be performed for each type of worker or mechanic required to execute the contract which will be awarded to the successful bidder. The prevailing rate of per diem wages is on file with the Clerk of the Board of Supervisors.

Bidders are hereby notified that pursuant to SB854 (Stat. 2014, Chapter 28):

- No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The Contra Costa County Board of Supervisors encourages opportunities to develop and support Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs), Small Business Enterprises (SBEs), Local Business Enterprises (LBEs), and Disabled Veterans Business

Enterprises (DVBES) by providing opportunities for participation in the performance of construction contracts financed in whole or in part with County funds. MBE, WBE, SBE, LBE, and DVBE definitions and detailed information are included in Division E of the Specifications. **A mandatory pre-bid conference will be held on September 9, 2026 at 10:00 a.m., at the project site, 151 Linus Pauling Drive, Hercules, CA 94547.** Discussion will cover recommended outreach efforts, resources, and any other subjects of interest to attendees.

Immediately following the pre-bid conference on September 9, 2026, there will be an in-person Job Site Visit at 151 Linus Pauling Drive, Hercules, CA 94547.

****Because of the restrictive nature of the facilities, the site will only be open for inspection by bidders on September 9, 2026.**

The said Board reserves the right to reject any and all bids or any portion of any bid and/or waive any irregularity in any bid received. Bids may not be withdrawn for a period of 60 days after the date set for opening thereof.

BY ORDER OF THE BOARD OF SUPERVISORS
OF CONTRA COSTA COUNTY

MONICA NINO,
Clerk of the Board of Supervisors
and County Administrator

By: _____
Deputy

Dated: _____

PUBLICATION DATES:

:

DIVISION B. INSTRUCTIONS TO BIDDERS

The bidder shall carefully examine the instructions contained herein and satisfy himself as to the conditions with which he must comply prior to bid in submitting his proposal, and to the conditions affecting the award of contract.

SECTION 1. COMPETENCE OF BIDDERS:

- A. License: No bidder may bid on work of a kind for which he is not properly licensed, and any such bid received may be disregarded. See Division A, Notice to Contractors, for license classification required for this project.
- B. Bidders shall be experienced in the type of work for which they are bidding and shall, upon request of the County, submit to the County a written list of completed projects, with the name of the owner or contract officer indicated.
- C. County may not permit a contractor or subcontractor who is ineligible to bid or work on, or be awarded, a Public Works project pursuant to Section 1777.1 or 1777.7 of the Labor Code to bid on, be awarded, or perform work as a subcontractor on this project. Contractor is prohibited from performing work on this 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.

SECTION 2. SECURING DOCUMENTS:

Drawings and Specifications may be secured at the place and for the deposit or fee as specified in Division A, "Notice to Contractors."

SECTION 3. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF THE WORK:

A. CONTRACTOR'S RESPONSIBILITY:

The bidder shall examine carefully the site of the work, and the plans and specifications therefor. He shall investigate and satisfy himself as to conditions to be encountered, the character, quality and quantity of surface, and subsurface materials or obstacles to be encountered, the work to be performed and materials to be furnished, and as to the requirements of the proposal, plans and specifications of the contract.

Where investigations of subsurface conditions have been made by the County in respect to foundation or other structural design, and that information is shown in the plans or otherwise made available to the bidders, said information represents only the character of material which was actually encountered in the investigation, and is only included for the convenience of bidders.

Investigations of subsurface conditions are made for the purpose of design, and the County assumes no responsibility whatever in respect to the sufficiency or accuracy of borings, or of the log of test borings, or other preliminary investigations, or of the interpretation therefor.

There is no guarantee or warranty, either express or implied, that the conditions indicated are representative of those existing throughout the work, or any part of it, or that unlooked for developments may not occur. Making such information available to bidders is not to be construed in any way as a waiver of the provisions of this article concerning the Contractor's responsibility for subsurface conditions, and bidders must satisfy themselves through their own investigation as to the actual conditions to be encountered.

DIVISION B. INSTRUCTIONS TO BIDDERS (Continued)

B. RESPONSIBILITY FOR UTILITIES:

As part of the responsibility stated in subdivision A. above, and without limitation thereon, the Contractor shall be responsible at his own cost for any and all work, expense or special precautions caused or required by the existence of proximity of utilities encountered in performing the work, including without limitation thereon, repair of any or all damage and all hand or exploratory excavation required. The bidder is cautioned that such utilities may include communication cables or electrical cables which may be high voltage, and the ducts enclosing such cables, and when working or excavating in the vicinity thereof, the special precautions to be observed at his own cost shall also include the following: All such cables and their enclosure ducts shall be exposed by careful hand excavation so as not to damage the ducts or cables, nor cause injury to persons, and suitable warning signs, barricades and safety devices shall be erected as necessary or required.

In connection with the foregoing, the bidder's attention is invited to Section 12 of Division F of these Specifications.

C. DISCREPANCIES OR ERRORS:

If omissions, discrepancies, or apparent errors are found in the Drawings and Specifications prior to the date of bid opening, the bidder shall submit a written request for a clarification which will be given in the form of an addendum to all bidders if time permits. Otherwise, in estimating the work, the bidders shall consider that any discrepancies or conflict within the drawings, within the specifications, or between drawings and specifications shall be governed by Section 15 of Division F of these Specifications.

SECTION 4. BIDDING DOCUMENTS

- A. Bids shall be made on the special Proposal (Bid Form) (see Division C of this Specification), with all items completely filled out; numbers shall be stated both in writing and in figures, and in case of discrepancies the lower of the two shall govern; the signatures of all persons signed shall be in longhand. The completed form should be without interlineations, alterations or erasures. Additional copies of the Proposal (Bid Form) may be obtained from those supplying these Specifications.
- B. Bids shall not contain any recapitulation of the work to be done; alternative proposals will not be considered, unless called for. No oral, telegraphic or telephonic proposals or modifications will be considered.
- C. List of Proposed Subcontractors: Each proposal shall have listed therein the name and address of each subcontractor to whom the bidder proposes to subcontract portions of the work in an amount in excess of one-half of 1 percent of his total bid, in accordance with Section 4104 of the Public Contract Code.

See Section 6 of Division F of these Specifications for further reference to subcontractors.

- D. Noncollusion Affidavit: Bidders shall execute, have notarized, and submit with their bid, the Noncollusion Affidavit form included in Division C, Proposal (Bid Form).

DIVISION B. INSTRUCTIONS TO BIDDERS (Continued)

- E. Bidder's Security: All bids shall have enclosed cash, a cashier's check, certified check or a bidder's bond as described below, executed as surety by a corporation authorized to issue surety bonds in the State of California, made payable to "The County of Contra Costa," in an amount equal to at least 10 percent (10%) of the base bid amount. No bid shall be considered unless one of the forms of bidder's security is enclosed therewith. Bid security will be held until either (1) the contract has been executed and bonds have been furnished, or (2) the specified time has elapsed so that bids may be withdrawn, or (3) all bids have been rejected.

SECTION 5. SUBMISSION OF PROPOSALS:

- A. Proposals shall be submitted to the Clerk of the Board of Supervisors of Contra Costa County at the place indicated on the Bid Proposal. It is the sole responsibility of the bidder to see that his bid is received in proper time.
- B. All proposals shall be submitted under sealed cover, plainly identified as a proposal for the work being bid upon and addressed as directed in the Notice to Contractors and the Bid Proposal. Failure to do so may result in a premature opening of, or a failure to open such bid. Proposals, which are not properly marked, may be disregarded.

SECTION 6. WITHDRAWAL OF PROPOSALS:

Any bid may be withdrawn at any time prior to the time fixed in the public notice for the opening of bids, provided that a request in writing, executed by the bidder or his duly authorized representative, for the withdrawal of such bid is filed with the Clerk of the Board of Supervisors of Contra Costa County. An oral, facsimile (fax), electronic (email), telephonic, or telegraphic request to withdraw a bid proposal is not acceptable. The withdrawal of a bid shall not prejudice the right of a bidder to file a new bid. This article does not authorize the withdrawal of any bid after the time fixed in the public notice for the opening of bids.

SECTION 7. PUBLIC OPENING OF PROPOSALS:

- A. Proposals will be publicly opened and read at the time and place indicated in the Notice to Contractors. Bidders or their authorized agents are invited to be present.
- B. Bid results, including subcontractor listings for the three lowest bids, will also be available on the Internet the day after the bid opening. The Internet address is: www.cccounty.us/cpmprojects.

SECTION 8. IRREGULAR PROPOSALS:

Proposals may be rejected if they show any alteration of form, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind. If bid amount is changed after the amount is originally inserted, the change should be initialed.

DIVISION B. INSTRUCTIONS TO BIDDERS (Continued)

SECTION 9. COMPETITIVE BIDDING:

- A. If more than one proposal be offered by any individual, firm, partnership, corporation, association or any combination thereof, under the same or different names, all such proposals may be rejected. A party who has quoted prices on materials or work to a bidder is not thereby disqualified from quoting prices to other bidders, or from submitting a bid directly for the materials or work.
- B. All bidders are put on notice that any collusive agreement fixing the prices to be bid so as to control or affect the awarding of this contract is in violation of the competitive bidding requirements of the State law and may render void any contract let under such circumstances.

A. BID PROTEST:

- 1) Any protest of the proposed award of bid to the bidder deemed the lowest responsible bidder must be submitted in writing to the County, no later than 4:00 p.m. of the second (2nd) business day following the date of the bid opening. If a bidder protests more than one bid, the bidder shall file a separate protest as to each bid being protested, complying with this Section. Late protests will not be considered by the County and will be returned.
- 2) The initial protest must contain a complete written statement of the basis for the protest. The protest must state the facts and refer to the specific portion of the document or the specific statute that form the basis for the protest. The protest must include the name, address, telephone number, and email address of the person representing the protesting party. The protest must be signed and submitted under penalty of perjury.
- 3) The protestor shall also submit a non-refundable fee of \$1,000.00 for each protest via check made payable to Contra Costa County to reimburse its costs in reviewing and investigating the bid protest. Protests filed without the corresponding fee will not be considered by the County and will be returned.
- 4) The protestor must concurrently transmit a copy of the initial protest to the bidder whose bid is being protested. Faxed or emailed copies are acceptable, with confirmation of receipt by the bidder whose bid is being protested.
- 5) The protestor must have actually submitted a bid on the Project or have been specifically excluded from filing a bid due to an action by the County. A subcontractor of a party filing a bid on this Project may not submit a bid protest. A party may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.
- 6) The procedure and time limits set forth in this Section are mandatory and are the bidder's sole and exclusive remedy in the event of a bid protest. The bidder's failure to fully comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a claim pursuant to the California Government Code, challenging the award of contract pursuant to the California Public Contract Code, or other legal proceedings.

The County shall review the bid protest and shall issue its determination within a reasonable amount of time prior to bid award. The County Administrator's Office, or designee, has the authority to issue a final determination on all bid protests. The County shall not be required to hold an administrative hearing to consider any protest.

DIVISION B. INSTRUCTIONS TO BIDDERS (Continued)

Failure to comply with these bid protest procedures will result in the protest being rejected.

SECTION 10. AWARD OF CONTRACT:

- A. The right is reserved to reject any and all proposals.
- B. If the Proposal (Bid Form) includes bid alternates, the lowest bid will be determined as specified in the Bid Form (see Division C).
- C. The award of the contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed herein, including without limitation the requirements for a Project Labor Agreement (see Section 11 below) and the Outreach Program and Mandatory Subcontracting Minimum requirements (see Division E). Such award, if made, will be made within the time period during which bids may not be withdrawn as specified in Division A, Notice to Contractors.
- D. If the contract is awarded, but such award is later invalidated for any reason, all bids shall be deemed rejected and no other bidder shall be deemed eligible for contract award. Nothing in this section shall prevent the County from reawarding the contract to another bidder in cases where a successful bidder establishes a mistake, refuses to sign the contract or fails to furnish required bonds or insurance (see Public Contract Code, Sections 5100-5107).

SECTION 11. PROJECT LABOR AGREEMENT:

- A. Pursuant to Contra Costa County policy, a Project Labor Agreement ("PLA") is required whenever the construction contract awarded amount exceeds \$1 million. As a condition of being awarded the contract, the apparent lowest bidder (Contractor) is required to sign a Project Labor Agreement ("PLA") with the Contra Costa Building and Construction Trades Council and various craft unions. The required PLA form is set forth in Division D of these Specifications.
- B. The Contractor shall require all subcontractors, as a condition of working on the project, to sign the PLA. The Contractor is required to obtain all required signatures for execution of the PLA in cooperation with the Contra Costa Building and Construction Trades Council. Contact: Mr. Bill Whitney, Chief Executive Officer, at (925) 228-0900 to coordinate execution of the PLA.

SECTION 12. SPECIAL REQUIREMENTS:

- A. The bidder's attention is invited to the following special provisions of the contract, all of which are detailed in the General Conditions (Division F) or other documents included in these Specifications.
 - 1. Bonds
 - 2. Insurance
 - 3. Liquidated Damages
 - 4. Guarantee
 - 5. Inspection and Testing of Materials
 - 6. Facilities to be Provided at Site
 - 7. Assignment of Contract Prohibited
 - 8. Outreach/Mandatory Subcontracting Minimum/Affirmative Action (See Division E).
 - 9. Project Labor Agreement (See Division B, Section 11 above)

DIVISION B. INSTRUCTIONS TO BIDDERS (Continued)

10. Register with the Department of Industrial Relations (DIR). For more information and/or to register, visit <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

SECTION 13. EXECUTION OF CONTRACT:

- A. The contract (example in Division D) shall be signed by the successful bidder in duplicate counterpart and returned within ten (10) days of receipt, not including Saturdays, Sundays and legal holidays, together with the Contract Bonds and Certificates of Insurance. No contract shall be binding upon the County until it has been executed by the Contractor and the County.
- B. Should the Contractor begin work in advance of receiving notice that the contract has been approved as above provided, any work performed by him will be at his own risk and as a volunteer unless said contract is so approved.

SECTION 14. FAILURE TO EXECUTE CONTRACT:

Failure to execute a contract and file acceptable bonds and certificates of insurance as provided herein within ten (10) days, not including Saturdays, Sundays and legal holidays, after the successful bidder has received the contract for execution, shall be just cause for the annulment of the award and the forfeiture of the bidder's security. If the successful bidder refuses or fails to execute the contract, the County may award the contract to the second lowest responsible bidder. If the second lowest responsible bidder refuses or fails to execute the contract, the County may award the contract to the third lowest responsible bidder. On the failure or refusal of the second or third lowest responsible bidder to whom any such contract is so awarded to execute the same, such bidders' securities shall be likewise forfeited to the County. The work may then be readvertised or may be constructed by day labor as provided by State law.

SECTION 15. PLAN HOLDERS LIST:

- A. To access the planholders list, bidder inquiries/responses, and future bid opportunities follow the directions below:
 1. Navigate to the Contra Costa County Public Works Department Online Planroom at www.cccounty.us/cpmprojects for a list of projects out to bid.
 2. Under "Advertised Project Name", click on the project name of interest to view its project information page.
 3. Under "Project Links" of the project information page, you will find the following pertinent information:
 - i. Access to the "Notice to Contractors" which will give you a brief description of the project as well as how to obtain a set of bid documents.
 - ii. Access the "Planholders List".

DISCLAIMER

Contra Costa County Public Works Department provides the Planholders List as a convenience to Contractors, Subcontractors and suppliers. The Public Works Department is under no legal obligation to provide this information. While we make every effort to keep this information current and correct, the Public Works Department makes no guarantee as to the accuracy or completeness of these documents.

DIVISION C. PROPOSAL (BID FORM)

BIDS WILL BE RECEIVED UNTIL THE 21st Day of October, 2026 at 2:00 P.M. in the Public Works Department, 255 Glacier Drive, Martinez, CA 94553.

(1) TO THE DIRECTOR OF PUBLIC WORKS, WARREN LAI, PUBLIC WORKS DEPARTMENT:

The undersigned hereby proposes and agrees to furnish any and all required labor, material, transportation, and services for

ROOFTOP CHILLER REPLACEMENT PROJECT
151 LINUS PAULING DRIVE, HERCULES, CA 94547

Authorization No. WH364 A/B

in strict conformity with the Drawings, Specifications, and other contract documents on file at the Office of the Clerk of the Board of Supervisors, First Floor, Administration Building, 1025 Escobar Street, Martinez, California, 94553, for the following sums; namely:

BASE BID

Shall include all of the work shown or specified but not including any of the work in the following alternates:

For the sum of:

_____ Dollars (\$ _____)

In words In figures

(2) It is understood that this bid is based upon completion of the work within **300** calendar days from and after the starting date as established by the Notice to Proceed.

(3) It is understood, with due allowances made for unavoidable delays, that if the Contractor should fail to complete the work of the contract within the stipulated time, then, he/she shall be liable to the Public Agency in the amount of One Thousand Dollars (\$1,000.00) per calendar day for each day said work remains uncompleted beyond the time for completion, as and for liquidated damages and not as a penalty; it being agreed and expressly stipulated that it would be impractical and difficult to fix the actual amount of damage.

(4) The undersigned has examined the location of the proposed work and is familiar with the Drawings, Specifications and other contract documents and the local conditions at the place where the work is to be done.

(5) The undersigned has checked carefully all of the above figures and understands that the Board of Supervisors will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

(6) The undersigned hereby certifies that this bid is genuine and not sham or collusive, or made in the interest or in behalf of any person not herein named, and that the undersigned has not directly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the undersigned has not in any manner sought by collusion to secure for himself an advantage over any other bidder.

DIVISION C. **PROPOSAL (BID FORM)** (Continued)

(7) Attachments are: **(BIDDERS: Please ensure the following attachments are included in your proposal.)**

- a) A list of the names and locations of the place of business of the subcontractors.
- b) Noncollusion Affidavit form.
- c) Bid security as required in the Notice to Contractors.

___ Cash ___ Bidder's Bond ___ Cashier's Check ___ Certified Check

(8) The following addenda are hereby acknowledged as being included in the bid:

Addendum # _____ dated _____
Addendum # _____ dated _____
Addendum # _____ dated _____
Addendum # _____ dated _____

(9) Signature and address of bidder:

Firm _____

By _____
Print Name Signature

Title _____

Address _____

Phone: _____ Fax: _____

Federal Tax Payers I.D. or Social Security No. _____

Dated this _____ day of _____, 20____.

(10) Licensed in accordance with an act providing for the registration of Contractors:
Classification and License No. _____, Expiration Date _____.

(11) Department of Industrial Relations Public Works Contractor Registration Number _____.

(12) Representations made herein are made under penalty of perjury.

(13) Please refer to Division B, Section 8. Any alterations to this Bid Form (other than providing the required information), additions not called for, etc., may be grounds for rejection of your proposal.

***** PLEASE BE SURE TO FILL-OUT AND INCLUDE PAGES C-1 THRU C-4 AND
INCLUDE THE ATTACHMENTS NOTED IN SECTION (7) ABOVE WHEN
SUBMITTING YOUR BID *****

**Please be
sure to
sign.**



**NOTE: Have you
complied with the
Division E
Outreach Program
and Mandatory
Subcontractor
Minimum
requirements for
this project? Have
you registered with
the Department of
Industrial
Relations?**

(Name of Prime Contractor)

LIST OF SUBCONTRACTORS

(As required by Division B, Section 4, Paragraph (c). Substitution of listed subcontractors: See Division F, Section 6, Paragraph E.)

Business Name	Address	Items or Portions of Work	DIR Registration Number*

* No subcontractor may be listed unless registered with the Department of Industrial Relations pursuant to Labor Code 1725.5.

State of California)
County of _____) ss

Dated: _____

Signed:

CERTIFICATE OF ACKNOWLEDGMENT

State of California)
) ss.
County of _____)

Dated: _____

Notary Public

CONTRACT

(Construction Agreement)
(Contra Costa County Standard Form)

1. **SPECIAL TERMS.** These special terms are incorporated below by reference.

(See Secs. 2,3) Parties: (Public Agency) **CONTRA COSTA COUNTY**

(Contractor)

(See Sec. 2) Effective Date: . (See Section 4 for starting date.)

(See Sec. 3) The Work: Rooftop Chiller Replacement at Linus Pauling

(See Sec. 4) Completion Time: Within 300 calendar days from starting date.

(See Sec. 5) Liquidated Damages: \$1000 per calendar day.

(See Sec. 6) Public Agency's Agent: Warren Lai, Public Works Director

(See Sec. 7) Contract Price: \$

(See Sec. 8) Federal Taxpayers I.D. or Social Security No.:

2. **SIGNATURES & ACKNOWLEDGEMENT.**

Public Agency, By: _____ Date: _____
Sarah Price, Chief Deputy Public Works Director

Recommended By: _____ Date: _____
Paul Hundal, Capital Projects Division Manager

Contractor, hereby also certifying awareness of and compliance with Labor Code Sections 1861 and 3700 concerning Workers' Compensation Law,

By: _____
(Designate official capacity in the business)

(CORPORATE
SEAL)

By: _____
(Designate official capacity in the business)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1190 and Corps. Code, Sec. 313.) The acknowledgment below must be signed by a Notary Public.

CERTIFICATE OF ACKNOWLEDGMENT

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

State of California)
County of _____) ss.

On the date written below, before me, the undersigned Notary Public, personally appeared the person(s) signing above for Contractor, personally known to me (or 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.

WITNESS my hand and official seal.

Dated: _____

[NOTARIAL SEAL]

Notary Public

3. **WORK CONTRACT, CHANGES.** (a) By their signatures in Section 2, effective on the above date, these parties promise and agree as set forth in this contract, incorporating by these references the material ("special terms") in Section 1.

(b) Contractor shall, at his own cost and expense, and in a workmanlike manner, fully and faithfully perform and complete the work; and will furnish all materials, labor, services and transportation necessary, convenient and proper in order fairly to perform the requirements of this contract, all strictly in accordance with the Public Agency's plans, drawings and specifications.

(c) The work can be changed only with Public Agency's prior written order specifying such change and its cost agreed to by the parties; and the Public Agency shall never have to pay more than specified in Section 7 without such an order.

4. **TIME: NOTICE TO PROCEED.** Contractor shall start this work as directed in the specifications or the Notice to Proceed; and shall complete it as specified in Section 1.

5. **LIQUIDATED DAMAGES.** If the Contractor fails to complete this contract and this work within the time fixed therefor, allowance being made for contingencies as provided herein, he becomes liable to the Public Agency for all its loss and damage therefrom; and because, from the nature of the case, it is and will be impracticable and extremely difficult to ascertain and fix the Public Agency's actual damage from any delay in performance hereof, it is agreed that Contractor will pay as liquidated damages to the Public Agency the reasonable sum specified in Section 1, the result of the parties' reasonable endeavor to estimate fair average compensation therefor, for each calendar day's delay in finishing said work; and if the same be not paid, Public Agency may, in addition to its other remedies, deduct the same from any money due or to become due Contractor under this contract. If the Public Agency for any cause authorizes or contributes to a delay, suspension of work or extension of time, its duration shall be added to the time allowed for completion, but it shall not be deemed a waiver nor be used to defeat any right of the Agency to damages for non-completion or delay hereunder. Pursuant to Government Code Section 4215, the Contractor shall not be assessed liquidated damages for delay in completion of the work, when such delay was caused by the failure of the Public Agency or the owner of a utility to provide for removal or relocation of existing utility facilities.

6. **INTEGRATED DOCUMENTS.** The plans, drawings and specifications or special provisions of the Public Agency's call for bids, and Contractor's accepted bid for this work are hereby incorporated into this contract; and they are intended to cooperate, so that anything exhibited in the plans or drawings and not mentioned in the specifications or special provisions, or vice versa, is to be executed as if exhibited, mentioned and set forth in both, to the true intent and meaning thereof when taken all together; and differences of opinion concerning these shall be finally determined by Public Agency's Agent specified in Section 1.

7. **PAYMENT.** (a) For his strict and literal fulfillment of these promises and conditions, and as full compensation for all this work, the Public Agency shall pay the Contractor the sum specified in Section 1, except that in unit price contracts the payment shall be for finished quantities at unit bid prices.

(b) On or about the first of each calendar month, the Contractor shall be paid for all work done through the 15th of the preceding calendar month, as determined by Public Agency or its Agent, minus 5% thereof pursuant to Public Contract Code Section 9203, but not until defective work and materials have been removed, replaced, and made good.

8. **PAYMENTS WITHHELD.** (a) The Public Agency or its Agent may withhold any payment, or because of later discovered evidence nullify all or any certificate for payment, to such extent and period of time only as may be necessary to protect the Public Agency from loss because of:

- (1) Defective work not remedied, or uncompleted work, or
- (2) Claims filed or reasonable evidence indicating probable filing, or
- (3) Failure to properly pay subcontractors or for material or labor, or
- (4) Reasonable doubt that the work can be completed for the balance then unpaid, or
- (5) Damage to another contractor, or
- (6) Damage to the Public Agency, other than damage due to delays.

(b) The Public Agency shall use reasonable diligence to discover and report to the Contractor, as the work progresses, the materials and labor which are not satisfactory to it, so as to avoid unnecessary trouble or cost to the Contractor in making good any defective work or parts.

(c) 35 calendar days after the Public Agency files its notice of completion of the entire work, it shall issue a certificate to the Contractor and pay the balance of the contract price after deducting all amounts withheld under this contract, provided the Contractor shows that all claims for labor and materials have been paid, no claims have been presented to the Public Agency based on acts or omissions of the Contractor, and no liens or withhold notices have been filed against the work or site, and provided there are not reasonable indications of defective or missing work or of late-recorded notices of liens or claims against Contractor.

9. **INSURANCE.** (Labor Code Sections 1860-61) On signing this contract, Contractor must give Public Agency (1) a certificate of consent to self-insure issued by the Director of Industrial Relations, or (2) a certificate of Workers' Compensation insurance issued by an admitted insurer, or (3) an exact copy or duplicate thereof certified by the Director or the insurer. Contractor is aware of and complies with Labor Code Section 3700 and the Workers' Compensation Law.

10. **BONDS.** On signing this contract Contractor shall deliver to Public Agency for approval good and sufficient bonds with sureties, in amount(s) specified in the specifications or special provisions, guaranteeing his faithful performance of this contract and his payment for all labor and materials hereunder.

11. **FAILURE TO PERFORM.** If the Contractor at any time refuses or neglects, without fault of the Public Agency or its agent(s), to supply sufficient materials or workers to complete this agreement and work as provided herein, for a period of 10 days or more after written notice thereof by the Public Agency, the Public Agency may furnish same and deduct the reasonable expenses thereof from the contract price.

12. **LAWS APPLY.** General. Both parties recognize the applicability of various federal, state, and local laws and regulations, especially Chapter 1 of Part 7 of Division 2 of the Labor Code (beginning with Section 1720, and including Sections 1735, 1777.5, and 1777.6 forbidding discrimination). The parties specifically stipulate that the relevant penalties and forfeitures provided in the Labor Code, especially in Sections 1775 and 1813 concerning prevailing wages and hours, as well as Section 1776 concerning certified payroll records, shall apply to this agreement.

13. **SUBCONTRACTORS.** Public Contract Code Sections 4100-4114 are incorporated herein.

14. **WAGE RATES.** (a) Pursuant to Labor Code Section 1773, the Director of the Department of Industrial Relations has ascertained the general prevailing rates of wages per diem, and for holiday and overtime work, in the locality in which this work is to be performed, for each craft, classification, or type of worker needed to execute this contract, and said rates are as specified in the call for bids for this work or are on file with the Public Agency, and are hereby incorporated herein.

(b) This schedule of wages is based on a working day of 8 hours unless otherwise specified; and the daily rate is the hourly rate multiplied by the number of hours constituting the working day. When less than that number of hours are worked, the daily wage rate is proportionately reduced, but the hourly rate remains as stated.

(c) The Contractor, and all his subcontractors, must pay at least these rates to all persons on this work, including all travel, subsistence, and fringe benefit payments provided for by applicable collective bargaining agreements. All skilled labor not listed above must be paid at least the wage scale established by collective bargaining agreement for such labor in the locality where such work is being performed. If it becomes necessary for the Contractor or any subcontractor to employ any person in a craft, classification or type of work (except executive, supervisory, administrative, clerical or other non-manual workers as such) for which no minimum wage rate is specified, the Contractor shall immediately notify the Public Agency which shall promptly determine the prevailing wage rate therefor and furnish the Contractor with the minimum rate based thereon, which shall apply from the time of the initial employment of the person affected and during the continuance of such employment.

15. **HOURS OF LABOR.** Eight hours of labor in one calendar day constitutes a legal day's work, and no worker employed at any time on this work by the Contractor or by any subcontractor shall be required or permitted to work longer thereon except as provided in Labor Code Sections 1810-1815.

16. **APPRENTICES.** Properly indentured apprentices may be employed on this work in accordance with Labor Code Sections 1777.5 and 1777.6, forbidding discrimination.

17. **PREFERENCE FOR MATERIALS.** The Public Agency desires to promote the industries and economy of Contra Costa County, and the Contractor therefore promises to use the products, workers, laborers and mechanics of this County in every case where the price, fitness and quality are equal.

18. **ASSIGNMENT.** The agreement binds the heirs, successors, assigns, and representatives of the Contractor; but he cannot assign it in whole or in part, nor any monies due or to become due under it, without the prior written consent of the Public Agency and the Contractor's surety or sureties, unless they have waived notice of assignment.

19. **NO WAIVER BY PUBLIC AGENCY.** Inspection of the work and/or materials, or approval of work and/or materials inspected, or statement by any officer, agent or employee of the Public Agency indicating the work or any part thereof complies with the requirements of this contract, or acceptance of the whole or any part of said work and/or materials, or payments therefor, or any combination of these acts, shall not relieve the Contractor of his obligation to fulfill this contract as prescribed; nor shall the Public Agency be thereby estopped from bringing any action for damages or enforcement arising from the failure to comply with any of the terms and conditions hereof.

20. **HOLD HARMLESS & INDEMNIFICATION.** (a) Contractor promises to and shall defend, indemnify, save, and hold harmless the indemnitees from the liabilities as defined in this section.

(b) The indemnitees benefitted and protected by this promise are the Public Agency and its elective and appointive boards, commissions, officers, agents, and employees, together with any additional persons and entities, if any, listed in the Supplementary General Conditions (Division G).

(c) The liabilities protected against are any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, losses, or liabilities arising out of or in connection with the actions defined below for personal injury, sickness, disease, emotional injury, death, property damage (including loss of use), trespass, nuisance, inverse condemnation, patent infringement, or any combination of these, regardless of whether or not such liability, claim, or damage was foreseeable at any time before the Public Agency approved the improvement plans or accepted the improvements as completed, and including the defense of any suit(s) or action(s) at law or equity concerning these.

(d) The actions causing liability are any act or omission (negligent or non-negligent) in connection with the matters covered by this contract and attributable to the Contractor, subcontractor(s), supplier(s), trucker(s), anyone for whose acts the Contractor may be liable, or any officer(s), agent(s) or employee(s) of one or more of them.

(e) The promise and agreement in this section is not conditioned or dependent on whether or not any indemnitee has prepared, supplied, or approved any plan(s), drawing(s), specification(s), or special provision(s) in connection with this work or has insurance or other indemnification covering any of these matters.

(f) Except as prohibited by Civil Code Section 2782, the Contractor's obligations under this section shall exist regardless of the existence or degree of fault of the Public Agency or any indemnitee.

(g) The Contractor's obligations under this section shall extend to claims arising after the work is completed and accepted if the claims are related to alleged acts or omissions that occurred during the course of the work. Public Agency's inspection is not a waiver of full compliance with these requirements.

(h) The Contractor and the Contractor's insurance carrier(s) shall respond within 15 days to the tender of any claim for defense and indemnity by the Public Agency, unless this time has been extended by the Public Agency.

(i) With respect to third-party claims against the Contractor, the Contractor waives all rights of any kind to express or implied indemnity against the indemnitees.

(j) Nothing in this section is intended to establish a standard of care owed to any third party or to extend to any third party the status of a third-party beneficiary.

21. **EXCAVATION.** Contractor shall comply with the provisions of Labor Code Section 6705, if applicable, by submitting to Public Agency a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during trench excavation.

22. **RECORD RETENTION AND AUDITING.** Except for materials and records delivered to Public Agency, Contractor shall maintain and retain, for a period of at least five years after Contractor's receipt of the final payment under this contract, all records relating to this contract or to the work, including without limitation estimates, bids, shop drawings, submittals, subcontracts, personnel and payroll records, job reports and diaries, receipts, invoices, cancelled checks and financial records. Upon request by Public Agency, at no additional charge, Contractor shall promptly make such records available to Public Agency, or to authorized representatives of the state and federal governments, at a convenient location within Contra Costa County designated by Public Agency, and without restriction or limitation on their use.

23. **VENUE.** Any litigation involving this contract or relating to the work shall be brought in Contra Costa County, and Contractor hereby waives the removal provisions of Code of Civil Procedure Section 394.

24. **ENDORSEMENTS.** Contractor shall not in its capacity as a contractor with Contra Costa County publicly endorse or oppose the use of any particular brand name or commercial product without the prior approval of the Board of Supervisors. In its County contractor capacity, Contractor shall not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely-accepted scientific basis for such claims or without the prior approval of the Board of Supervisors. In its County contractor capacity, Contractor shall not participate or appear in any commercially-produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Contra Costa County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.

25. **USE OF PRIVATE PROPERTY.** Contractor shall not use private property for any purpose in connection with the work absent a prior, written agreement with the affected property owner(s).

(CC-1; Rev. 2-07)
(Form approved by County Counsel)

:

PAYMENT BOND -- PUBLIC WORK
[Civ. Code, §§ 9550 - 9554]

Bond No. _____

Premium _____

Any claim under this Bond should be sent
to the following address:

KNOW ALL MEN BY THE PRESENTS:

That we, _____

As Principal, and _____

_____, a corporation organized and existing under the laws of the State of _____
and authorized to transact surety business in the State of California, as Surety, are held and firmly bound unto
CONTRA COSTA COUNTY, as Obligee, in the sum of _____ Dollars (\$) lawful money of the United States of
America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION of the above obligation is such that, whereas the Principal has entered into a contract dated _____,
, with the Obligee to do and perform the following work, to wit:

as is more specifically set forth in the contract documents, reference to which is hereby made.

NOW, THEREFORE, if the Principal or a subcontractor fails to pay any of the persons named in Section 9100
of the Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor
performed under the contract, or for any amounts required to be deducted, withheld and paid over to the
Employment Development Department from the wages of employees of the Principal and subcontractors
pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, the
Surety 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 enure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give
a right of action to such persons or their assigns in any suit brought upon this bond.

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.
--

SIGNED AND SEALED, this _____ day of _____, 20 _____

(Principal)_____
(Surety)

By: _____

(Signature)

(SEAL AND ACKNOWLEDGEMENT OF NOTARY)

(Signature)

(Signature)

(SEAL AND ACKNOWLEDGEMENT OF NOTARY)

:

PERFORMANCE BOND -- PUBLIC WORK

Bond No. _____
 Premium _____
 Any claim under this Bond should be sent
 to the following address:

KNOW ALL MEN BY THE PRESENTS:

That we, _____
 As Principal, and _____

_____, a corporation organized and existing under the laws of the State of _____
 and authorized to transact surety business in the State of California, as Surety, are held and firmly bound unto
CONTRA COSTA COUNTY, as Obligee, in the sum of _____ Dollars (\$) lawful money of the United States of
 America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors,
 administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION of the above obligation is such that, whereas the Principal has entered into a contract dated _____,
 with the Obligee to do and perform the following work, to wit:

as is more specifically set forth in the contract documents, reference to which is hereby made.

NOW, THEREFORE, if the Principal shall well and truly perform all the requirements of said contract
 documents required to be performed on its part, at the times and in the manner specified therein, then this
 obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED, that any alterations in the work to be done or the materials to be furnished, or changes in the time
 of completion, which may be made pursuant to the terms of said contract documents, shall not in any way
 release the Principal or the Surety thereunder, nor shall any extensions of time granted under the provisions of
 said contract documents release either the Principal or the Surety, and notice of such alterations or extensions of
 time is hereby waived by the Surety.

PROVIDED, that if any action is commenced on this bond by the Obligee, in addition to the sum specified
 above, the Principal and the Surety, their heirs, executors, administrators, successors and assigns, jointly and
 severally, shall be obligated to pay to the Obligee all costs, attorney's fees and other litigation expenses incurred
 by the Obligee in collecting monies due under the terms of this bond.

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.

SIGNED AND SEALED, this _____ day of _____, 20 _____

 (Principal)

 (Surety)

By: _____
 (Signature)

(SEAL AND ACKNOWLEDGEMENT OF NOTARY)

 (Signature)

(SEAL AND ACKNOWLEDGEMENT OF NOTARY)

:

PROJECT LABOR AGREEMENT

for the

ROOFTOP CHILLER REPLACEMENT PROJECT AT LINUS PAULING 151 LINUS PAULING DRIVE, HERCULES, CA 94547

PREAMBLE

This Agreement is made and entered into the _____ day of _____, 20__, by and between _____, together with other contractors and/or subcontractors who shall become signatory to this Agreement by signing the "Agreement To Be Bound" (Attachment A), (hereinafter referred to as "Contractor(s)"); the local unions signatory hereto and those affiliated with the Building & Construction Trades Department of the American Federation of Labor Congress of Industrial Organizations and the Contra Costa Building and Construction Trades Council, all on their behalf and on behalf of the various local unions involved, (hereinafter referred to as "Union(s)"); _____ (hereinafter referred to as "Project Manager"); and _____ (hereinafter referred to as "Coordinator"). The parties further agree that the provisions of this Agreement shall apply to the following construction project:

ROOFTOP CHILLER REPLACEMENT PROJECT AT LINUS PAULING 151 LINUS PAULING DRIVE, HERCULES, CA 94547

(hereinafter referred to as "Project").

WHEREAS, the successful completion of the Project is of the utmost importance to the County of Contra Costa (hereinafter referred to as "Public Agency" or "Owner"); and

WHEREAS, a skilled labor pool represented by the Unions will be required to complete the work involved; and

WHEREAS, the Unions agree to cooperate in every way possible with employees of the Contractors; and

WHEREAS, the parties to this Agreement mutually agree that safety, quality, productivity and labor harmony are primary goals; and

WHEREAS, the parties recognize the need for safe, efficient and speedy construction in order to reduce unnecessary delays and result in timely completion of the Project; and

WHEREAS, it is recognized that on a project of this magnitude with multiple contractors and bargaining units on the job site at the same time over an extended period of time, the potential for work disruption is substantial without an overriding commitment to maintain continuity of work; and

WHEREAS, the interests of the general public, the Public Agency, the Unions, and the Contractors would be best served if the construction work proceeded in an orderly manner without disruption because of strikes, sympathy strikes, work stoppages, picketing, lockouts, slowdowns or other interferences with work; and

WHEREAS, the Contractors and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on the Project by the Contractors, and further, to encourage close cooperation among the Contractors and the Unions to the end that a satisfactory, continuous and harmonious relationship will exist among the parties to this Agreement; and

WHEREAS, the Agreement is not intended to replace, interfere, abrogate, diminish or modify existing local or national collective bargaining agreements in effect during the duration of

the Project, insofar as a legally binding agreement exists between the Contractors and the affected Unions except to the extent that the provisions of this Agreement are inconsistent with said collective bargaining agreements, in which event, the provisions of this Agreement shall prevail; and

WHEREAS, the contract for the Project will be awarded in accordance with the applicable provisions of the California State Public Contract Code; and

WHEREAS, the Public Agency has the absolute right to select the lowest reliable and responsible bidder for the award of the construction contract on the Project; and

WHEREAS, the parties signatory to this Agreement pledge their full good faith and trust to work towards a mutually satisfactory completion of the Project;

NOW THEREFORE, the parties, in consideration of the mutual promises and covenants herein contained, mutually agree as follows:

PURPOSE

The purposes of this Agreement are to promote efficient construction operations on the Project, to insure an adequate supply of skilled craftspeople and to provide for peaceful, efficient and binding procedure for settling labor disputes. In so doing, the parties to this Agreement establish the foundation to promote the public interest, to provide a safe work place, to assure high quality construction, to ensure an uninterrupted construction project, and to secure optimum productivity, on-schedule performance and the Public Agency's satisfaction.

It is the intent of the parties to set out uniform and fair working conditions for the efficient completion of the Project, maintain harmonious labor/management relations and eliminate strikes, lockouts and other delays.

It is in the interest of the parties to this Agreement to utilize all resources available in the local area, including those provided by minority-owned, women-owned, small, disadvantaged, and other businesses.

ARTICLE 1

DEFINITIONS

“Public Agency” or **“Owner”** means the County of Contra Costa;

“Coordinator” means the individual, company or entity responsible for the administration and application of this Agreement;

“Contractor” means a general contractor and/or subcontractor, at any tier, performing covered construction work on the Project;

“Project” means [Describe the Project];

“Building Trades Council” or **“Council”** means the Contra Costa County Building and Construction Trades Council;

“Union” means the Unions that are signatory to this Agreement;

“Master Collective Bargaining Agreement” or **“Local Collective Bargaining Agreement”** means the local collective bargaining agreements for the affected crafts negotiated by the historically recognized collective bargaining parties in the area. Copies of all such collective bargaining agreements shall be on file with the Building Trades Council and are incorporated herein by reference.

ARTICLE 2

SCOPE OF AGREEMENT

- 2.1 This Agreement shall apply to all construction work including demolition, site preparation, alteration and repair on the above-described Project awarded by the Owner and/or Construction Manager, and any related change order(s).
- 2.2 This Agreement shall apply only to construction/craft employees working on this Project represented by the Unions signatory hereto, and shall not apply to Contractors' technical or non-manual employees including, but not limited to, executives, engineers, office and clerical employees, drafters, supervisors above the classification of general foreman, timekeepers, messengers, or inspectors, material testers, and/or x-ray technicians, except to the extent that such inspectors, material testers, and/or x-ray technicians are customarily covered by the Local Collective Bargaining Agreement and as to which classification a prevailing wage determination has been published.
- 2.3 Except as required otherwise by the Project documents or accepted construction practices, there shall be no limitation or restriction upon the choice of materials or upon the full use and installation of equipment, machinery, package units, factory pre-cast, prefabricated or preassembled materials, tools or other labor-saving devices. Lawful fabrication provisions of the appropriate national or Local Collective Bargaining Agreements shall be applicable.
- 2.4 It is recognized by the parties to this Agreement that the signatory Coordinator and Contractor(s) are acting only on behalf of said Coordinator and Contractor(s), and said Coordinator and Contractor(s) have no authority, either expressed, implied, actual, apparent or ostensible, to speak for or bind the Owner.
- 2.5 It is expressly agreed and understood by the parties hereto that the Owner shall retain the right at all times to perform and/or subcontract all portions of the construction and related work on the Project site not covered by this Agreement.
- 2.6 The working conditions and hours of employment herein provided have been negotiated between the parties signatory to this agreement.
- 2.7 Without limiting the foregoing, items specifically excluded from the scope of this Agreement include the following:
- (a) Equipment and machinery owned or controlled and operated by the Owner;
 - (b) All employees of any Contractor, design team or any other consultant of the District not performing manual labor within the scope of this Agreement;
 - (c) Any work performed on or near or leading to the site of work covered by this Agreement and undertaken by state, county, city or other governmental bodies, or their contractors, or by public utilities or their contractors, and/or by the Owner or its contractors (for work which is not part of the scope of this Agreement);
 - (d) Off-site maintenance of leased equipment and on-site supervision of such work;
 - (e) Laboratory or specialty testing or inspection not ordinarily done by the signatory local unions;
 - (f) Non-construction support services contracted by the Owner or any Contractor in connection with this Project; and
 - (g) All work by employees of the Owner.
- 2.8 Work covered by the Project Labor Agreement within the craft jurisdiction of the Elevator Constructors will be performed under the terms of the National Agreement of the

International Union of Elevator Constructors, except that Articles 5, 6, and 11 of the Project Labor Agreement will apply to such work.

ARTICLE 3

SUBCONTRACTS

- 3.1 Each Contractor(s) agrees that neither it nor any of its subcontractors will subcontract any work to be done on the Project except to a person, firm, or corporation who is or becomes party to this Agreement. Any Contractor(s) or subcontractor working on the Project shall, as a condition working on the Project, become signatory to and perform all work under the terms of this Agreement.
- 3.2 A subcontractor is defined as any person, firm or corporation who agrees under contract with the Contractor(s), or a subcontractor of the Contractor, at any tier, to perform on the Project, any part or portion of the construction work covered by the prime contract, including the operating of construction equipment, performance of labor and/or installation of materials.
- 3.3 The Contractor(s) has the primary obligation for performance of all conditions of this Agreement. This obligation cannot be relieved, evaded or diminished by subcontracting. Should the Contractor(s) elect to subcontract, the Contractor(s) shall continue to have such primary obligation.
- 3.4 The Contractor shall provide in the subcontract that the subcontractor will pay the wages and benefits and will observe the hours and all other terms and conditions of this Agreement. The Contractor shall remain liable for any delinquency by such subcontractor in the payment of any wages or fringe benefits provided herein, including payments to Health & Welfare, Pension, Vacation/Holiday, Dues and Training & Retraining Funds to the extent provided by law.
 - 3.4.1 The contractor(s) will give written notice to the Union(s) of any subcontract involving the performance of work covered by this Agreement within either five (5) days of entering such subcontract or before the subcontractor commences work on the Project, whichever occurs first, and shall specify the name and address of the subcontractor. Written notice at a Pre-Job Conference shall be deemed written notice under this provision for those subcontractors listed at the Pre-Job only.
 - 3.4.2 The provisions of this Section 3.4 shall be applied only to the extent permitted by law and, notwithstanding any other provision of this Agreement, no aspect of the subcontractors' clause, including its enforcement, may be enforced by or subject to strike action or any other labor disruption.

ARTICLE 4

RELATIONSHIP BETWEEN PARTIES

- 4.1 This Agreement shall only be binding on the signatory parties hereto, and shall not apply to parents, affiliates, subsidiaries, or other divisions of the Coordinator and signatory Contractor(s) unless signed by such parent, affiliate, subsidiary, or other division of such company.
- 4.2 Each Contractor(s) shall alone be liable and responsible for its own individual acts and conduct and for any breach or alleged breach of this Agreement except as modified by Article 3. Any alleged breach of this Agreement by a Contractor(s) or any dispute between the signatory Union(s) and the Contractor(s) respecting compliance with the terms of this Agreement, shall not affect the rights, liabilities, obligations and duties between the signatory Union(s) and each other Contractor(s) party to this Agreement.

- 4.3 It is mutually agreed by the parties that any liability by a signatory Union(s) to this Agreement shall be several and not joint. Any alleged breach of this Agreement by a signatory Union(s) shall not affect the rights, liabilities, obligations and duties between the signatory Contractors and the other Unions party to this Agreement.

ARTICLE 5

NO STRIKES - NO LOCKOUTS

- 5.1 During the life of this Agreement, the Union(s) and its members, agents, representatives and employees shall not incite, encourage, condone or participate in any strike, walkout, slowdown, boycott, sympathy strike, picketing or other work stoppage of any nature whatsoever, for any cause whatsoever, or any other type of interference of any kind, coercive or otherwise, and it is expressly agreed that any such action is a violation of this Agreement.

- 5.1.1 Withholding employees for failure of a Contractor(s) to tender trust fund contributions as required in accordance with Article 16 or failure to meet its weekly payroll obligations is not a violation of this Article 5.

Should a Contractor performing work on this Project be delinquent in the payment of Trust Fund contributions required under this Agreement with respect to employees represented by the Union, the Union may request, that the General Contractor issue joint checks payable to the Contractor and the appropriate employee benefit Trust Fund(s) until such delinquencies are satisfied. Any Trust Fund claiming that a Contractor is delinquent in its fringe benefit contributions to the funds, will provide written notice of the alleged delinquency to the affected Contractor, with copies to the General Contractor and or the Owner. The notice will indicate the amount of delinquency asserted and the period that the delinquency covers. It is agreed, however, with respect to contractors delinquent in trust or benefit contribution payments, that nothing in this Agreement shall affect normal contract remedies available under the local collective bargaining agreements. If the General Contractor is delinquent in the payment of Trust Fund(s) contributions for covered work performed on this project, the General Contractor agrees that the affected Trust Fund(s) may place the Owner on notice of such delinquencies and the General Contractor further agrees that the Owner may issue joint checks to the General Contractor and the Trust Fund(s) until the delinquency is satisfied.

- 5.1.2 Expiration of Local and Other Applicable Agreements. It is specifically agreed that there shall be no strike, sympathy strike, picketing, lockout, slowdown, withholding of work, refusal to work, walk-off, boycott or other work stoppage of any kind as a result of the expiration of any local, regional or other applicable labor agreement having application at the Project and/or failure of the parties to that agreement to reach a new contract. In the event that such a local, regional, or other applicable labor agreement does expire and the parties to that agreement have failed to reach agreement on a new contract, work will continue to the Project on one of the following two bases, both of which will be offered by the Union(s) involved to the General Contractor and the Contractors affected:

- (a) Each of the Union(s) working with a contract expiring must offer to continue working on the Project under interim agreements that retain all the terms of the expiring contract, except that the Union(s) involved in such expiring contract(s) may each propose wage rates and Contractor contribution rates to employee benefits funds different from what those rates were under the expiring contract(s). Said interim agreement(s) would be superseded by any subsequently reached industry agreement(s) as of the date the industry agreement is reached. The terms of the Union's interim agreement offered to the Contractor will be no less favorable than the terms offered by the Union to any

other Contractor or group of Contractors covering commercial construction work in Contra Costa County; or

- (b) Each of the Union(s) with a contract expiring must offer to continue working on the Project under all the terms of the expiring contract, including the wage rates and Contractor contribution rates to the employee benefit funds, if the Contractor(s) affected by that contract agree to the following retroactivity provisions; if a new local, regional or other applicable labor agreement for the industry having application at the Project is ratified and signed during the term of this Agreement and if such new labor agreement provides for retroactive wage increases, then each affected Contractor shall pay to its employees who performed work covered by this Agreement at the Project during the period between the effective dates of such labor agreements, an amount equal to any such retroactive wage and benefit increases established by such new labor agreement, retroactive to whatever dates are provided by the new local, regional or other applicable agreement for such increase to go into effect, for each employee's hours of work on the Project during the retroactivity period. All parties agree that such affected Contractor shall be solely responsible for any retroactive payments to its employees and trust funds and that neither the General Contractor nor the Owner has any obligations, responsibility or liability whatsoever for any such retroactive payments or collection of any such retroactive payments from any other Contractor.

The General Contractor and the affected Union will mutually decide for each affected subcontractor (after consultation with each such subcontractor) between the above two options of having its subcontractor continue to work on the Project under the terms of the interim agreement offered under paragraph (a) above by the Union, or having its subcontractor continue to work on the Project on the retroactivity basis established under paragraph (b) above. The General Contractor and the affected Union may mutually decide upon the interim agreement option for some subcontractors and the retroactivity option for other subcontractor(s). To decide between the two options, the General Contractor will be given one week after the particular labor agreement has expired or one week after the Union has personally delivered to the General Contractor in writing its specific offer of terms of the interim agreement pursuant to paragraph (a) above, whichever is the later date.

- 5.3 If a violation of this Article occurs, upon written facsimile or telegraphic notice of such violation to the Local and International Union(s) offices, the Union(s) and its officers shall take immediate action and will prevent, end or avert any such aforementioned activity or the threat thereof by any of its officers, members, representatives or employees, either individually or collectively, including but not limited to, publicly disavowing any such action and ordering all such officers, representatives, employees or members who participate in such unauthorized activity to cease and desist from same immediately and to return to work and comply with its orders. The Contractor(s) shall have the right, in the event of a work stoppage by the Union(s) to replace the employees represented by the Union(s) in violation of this Agreement in any way the Contractor(s) chooses, until the Union(s) effects the return to work of such employees. Nothing in this Agreement shall be construed to limit or restrict the right of any of the parties to this Agreement to pursue fully any and all remedies available under law in the event of a violation of this Article 5.
- 5.4 In consideration of the foregoing, the Contractor(s) shall not incite, encourage or participate in any lockout or cause to be locked out any employee covered under the provisions of this Agreement. The term "lockout" does not refer to the discharge, termination or layoff of employees by the Contractor(s) for any reasons in the exercise of its rights as set forth in any provision of this Agreement, nor does "lockout" include the

Owner's or Contractors' decision to terminate or suspend work on the site or any portion thereof for any reason.

- 5.5 Any employee or employees inciting, encouraging or participating in any strike, slowdown, picketing, sympathy strike or other activity in violation of this Agreement is subject to immediate discharge and the procedure of Article 11, if invoked.
- 5.6 Any party to this Agreement may institute the following binding arbitration procedure when such a breach is alleged. In the event a party institutes this procedure, arbitration shall be mandatory.
- 5.6.1 The party invoking this procedure shall immediately notify Thomas Angelo, who the parties agree shall be the permanent Arbitrator under this procedure. In the event that the permanent Arbitrator is unavailable at any time, Robert Hirsch is appointed as the back-up Arbitrator. Notice to the Arbitrator shall be by the most expeditious means available, with notice by facsimile, telegraph or similar means to the party alleged to be in violation and the involved Union General President.

The contact information for the permanent Arbitrator and the back-up Arbitrator is:

David Weinberg
Arbitrator
35 Miller Ave., #17
Mill Valley, CA 94941
Phone: (415) 378-5701
Mobile: N/A
Fax: N/A
Email: dwmedarb@gmail.com

Robert Hirsch
Back-Up Arbitrator
P.O. Box 170428
San Francisco, CA 94117
Phone: (415) 362-9999
Mobile: (415) 676-9619
Fax: (415) 752-7678
Email: rmhirsch@gmail.com

- 5.6.2 Upon receipt of said notice the Arbitrator named above or the alternate shall designate a place for, schedule and hold a hearing within twenty-four (24) hours.
- 5.6.3 The Arbitrator shall notify the parties by facsimile, telegram or similar means of the place and time chosen for the session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an award by the Arbitrator.
- 5.6.4 The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred, and the Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court or other arbitration proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the award. The Arbitrator shall order cessation of the violation of this Article and other appropriate relief, and such award shall be served on all parties by hand or registered mail upon issuance.
- 5.6.5 The award shall be final, binding and non-reviewable as to the merits, and may be enforced by any court of competent jurisdiction, upon the filing of this Agreement and all other relevant documents referred to hereinabove in the following manner. Facsimile, telegraphic or similar notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's award as issued under Section 5.6.4 of the Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Arbitrator's award shall be served on all parties by hand or by delivery to their last known address or by registered mail.

- 5.6.6 Any rights created by statute or law governing arbitration or injunction proceedings inconsistent with the above procedure, or which interfere with compliance therewith, are hereby waived by the parties to whom they accrued.
- 5.6.7 The costs of the arbitration, including the fee and expenses of the Arbitrator, shall be divided equally between the parties to the arbitration.
- 5.6.8 The procedures contained in Section 5.6 shall be applicable only to alleged violations of this Article. Discharge or discipline of employees for violation of this Article shall be subject to the grievance and arbitration procedures of Article 11.

ARTICLE 6

WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

- 6.1 All Contractors and subcontractors shall stipulate to and have the responsibility for making work assignments in accordance with the rules, regulations and procedures of the Plan for Settlement of Jurisdictional Dispute in the Construction Industry approved by the Building & Construction Trades Council AFL-CIO, June 14, 1984, or any successor plan.
- 6.2 There will be no strikes, no work stoppages or slowdowns or other interferences with the work because of jurisdictional disputes.
- 6.3 Where a jurisdictional dispute exists and cannot be resolved by the Local Unions involved, it shall be referred for resolution to the International Unions. The resolution of the dispute shall be reduced to writing, signed by the authorized representative of the International Unions and the Contractor(s). The original assignments made by the Contractor(s) shall be followed until such time as the dispute is resolved in accordance with this Section.
- 6.3.1 In the event that the respective International Unions of the disputing Locals and the Contractor(s) are unable to resolve the dispute within five (5) days from the date of referral, the dispute may be referred by any of the Interested Parties to the arbitration system of the Plan for the Settlement of Jurisdictional Disputes referred to in Section 6.1 of this Article.
- 6.4 There shall be no work stoppage, work interruption, strike, sympathy strikes, picketing, hand-billing or public notices of any kind while any jurisdictional dispute is being resolved. Pending resolution of the dispute, the work shall continue uninterrupted as originally assigned by the Contractor(s). The Contractor(s) shall have the right, in the event of a work stoppage by the Union(s), to replace the employees represented by the Union(s) in violation of this Agreement in any way the Contractor(s) choose, until the Union(s) effects the return to work of such employees.

ARTICLE 7

COORDINATOR

- 7.1 The above-named Coordinator is responsible for the administration and application of this Agreement, but neither the Coordinator nor the Public Agency shall incur any liability as a consequence of such administration or application.
- 7.2 The Coordinator shall endeavor to facilitate harmonious relations between the Contractors and Unions signatory hereto and will conduct the monthly joint Labor/Management meeting referred to in Article 8 below. The Coordinator shall not be responsible for the acts of the Contractors or Unions signatory hereto, and will not be a party to any arbitration or litigation arising out of this Agreement.

ARTICLE 8

JOINT LABOR/MANAGEMENT MEETINGS

- 8.1 A joint Labor/Management meeting will be held on a monthly basis between the Coordinator, the Contractors and the signatory Unions. The purpose of these meetings is to promote harmonious labor/management relations, ensure adequate communications and advance the proficiency and efficiency of the Craftsperson and the Contractors on the Project. These monthly meetings will also include discussion of the scheduling and productivity on work performed on the Project.
- 8.2 A Pre-Job Conference will be held prior to the commencement of work to establish the scope of work in each Contractor's contract. When a contract has been let to a Contractor(s) covered hereby, a Pre-Job Conference and/or Mark-Up Meeting shall be required upon request of any Union(s), Contractor(s) or the Coordinator.
- 8.3 The Contractor performing the work shall have the responsibility for making work assignments in accordance with Section 6.1 of this Agreement. The work assignments shall be made in writing. Any craft objecting to the Contractor's proposed assignment of work shall have ten (10) working days from the date of the mark-up meeting to submit written objections to the Contractor before the Contractor makes the work assignments final.
- 8.4 The Coordinator will schedule and attend all Pre-Job and Mark-Up Meetings and participate in discussions as they pertain to the terms and conditions of this Agreement.

ARTICLE 9

MANAGEMENT RIGHTS

- 9.1 The Contractor(s) retains full and exclusive authority for the management of their work forces for all work performed under this Agreement. This authority includes, but is not limited to the right to:
 - A. Plan, direct and control the operation of all the work.
 - B. Decide the number and types of employees required to perform the work safely and efficiently.
 - C. Hire, promote and layoff employees as deemed appropriate to meet work requirements and/or skills required.
 - D. Require all employees to observe the Contractors' Project Rules, Security and Safety Regulations, consistent with the provisions of this Agreement. These Project Rules and Regulations shall be reviewed and mutually agreed upon at the Pre-Job meeting and supplied to all employees and/or posted on the jobsite. The Contractor may implement drug testing on the job consistent with the drug testing procedures contained in the applicable craft agreement.
 - E. Discharge, suspension or discipline will be handled under the applicable craft agreement.
 - F. Assign and schedule work at its sole discretion and determine when overtime will be worked. There shall be no refusal by a craft to perform work assigned, including overtime work, however, individual craftspeople shall not be required to work overtime unless specifically dispatched for overtime work. Any cases of a craft's refusal to work overtime shall be subject to the grievance procedure.
 - G. Utilize any work methods, procedures or techniques and select and use any type or kind of materials, apparatus or equipment regardless of source, manufacturer

or designator (in accordance with Article 21), except as required otherwise by the Project documents or accepted construction practices.

- H. The foregoing listing of management rights shall not be deemed to exclude other functions not specifically set forth herein

ARTICLE 10

WORK RULES

- 10.1 The selection of craft foremen and general foremen shall be entirely the responsibility of the Contractor(s), it being understood that in the selection of such foremen, the Contractor(s) will give first consideration to the qualified individuals available in the local area and in accordance with the Craft's local Collective Bargaining Agreement. Foremen and general foremen shall take orders from the designated Contractor(s) representatives.
- 10.2 There shall be no limit on production by employees nor restrictions on the full use of tools or equipment. Craftpersons using tools shall perform any of the work of the trade and shall work under the supervision of the craft foremen.
- 10.3 Security procedures for control of tools, equipment and materials are solely the responsibility of Contractor(s).
- 10.4 A badge system may be used to check in and out. Each employee must personally check in and out. The Contractor(s) will provide adequate facilities for check in and out in an expeditious manner.
- 10.5 Employees shall be at their place of work (as designated by the Contractor at the pre-job meeting) and ready to work at the starting time and shall remain at their place of work performing their assigned functions until quitting time. A reasonable time will be allowed for employees to put company and personal tools in secured storage and return to the parking lot by quitting time. The parties reaffirm their policy of a fair day's work for a fair day's wage.
- 10.6 Slowdowns, standby crews and featherbedding practices will not be tolerated.
- 10.7 It is understood by the Contractor(s) and agreed to by the Union(s), that the employees of the Contractor(s) will perform the work requested by the Contractor(s) without having any concern or interference with any other work performed by any employees of the Owner or others who are not covered by this Agreement including, but not limited to, maintenance and operations.
- 10.8 Rest periods shall be provided in accordance with Industrial Welfare Commission Wage Order 16. Employees will be permitted to have personal thermos bottles, the contents of which may be consumed during working hours at their assigned work locations.
- 10.9 All foremen will remain with their crews and supervise such crews in the performance of their duties.
- 10.10 There shall be no interference with vendor or supplier deliveries of equipment, apparatus, machinery and construction materials to the jobsite since such deliveries shall not fall under this Agreement. Unloading of the above will be performed by signatory Contractors' employees.
- 10.11 The Contractor(s) will furnish facilities for storage of tools, adequate sanitary facilities and clean, heated, dry change rooms. However, Contractor(s) will incur no liability for loss, theft, or damage to personal tools left in tool storage not provided by the Contractor(s). The Contractor(s) has the right to take any reasonable action deemed necessary to control tool losses. Personal tools when brought onto the jobsite at time of employment

may be inventoried as to type and number of tools and condition. Tool provision and losses will be handled according to the individual craft local agreements.

- 10.12 The Contractor(s) and the Unions recognize the necessity for promoting efficiency and agree that no rules, customs or practices shall be permitted that cause overmanning, limit production or increase the time required to do the work, and no limitation shall be placed upon the amount of work which an employee shall perform, nor shall there be any restrictions against the use of any kind of machinery, tools or labor-saving devices, except as required by the Project documents or accepted construction practices. However, the lawful manning provisions of the Craft local agreements shall be recognized.
- 10.13 Employees shall receive a one-half hour lunch period with pay and meals at the expense of the Contractor(s) if the employee is required to work beyond ten (10) consecutive hours (not including the regular one-half hour lunch period), and after working each additional four (4) hours. If meals are not provided, a meal allowance of \$10.00 will be paid in lieu thereof.

ARTICLE 11

GRIEVANCE PROCEDURE

- 11.1 All disputes concerning the interpretation and/or application of this Agreement which do not fall within the Article 5 No-Strike No-Lockout procedure shall be governed by the following grievance and arbitration procedures. All other disputes shall be governed by the grievance and arbitration procedures contained in the applicable local collective bargaining agreement.
- 11.2 A grievance shall be considered null and void if not brought to the attention of the Contractor(s) within five (5) working days after the grievance is alleged to have occurred or within five (5) working days after the Union's first knowledge of the grievance. Similarly, a grievance shall be considered null and void if not brought to the attention of the Union(s) within five (5) working days after the grievance is alleged to have occurred or within five (5) working days after the Contractors(s)' first knowledge of the grievance.
- 11.3 Grievances shall be settled according to the following Steps:
- Step 1: The steward or business representative and the grievant shall attempt to resolve the grievance with the craft supervisor.
 - Step 2: In the event the matter remains unresolved for five (5) working days in Step 1 above, within five (5) working days thereafter, the grievance shall be reduced to writing and may then be referred by the Union to the Contractor(s) for discussion and resolution.
 - Step 3: In the event the matter remains unresolved for five (5) working days in Step 2, either Party may request, within five (5) working days thereafter, that the dispute be submitted to arbitration.
 - Step 4. The Parties agree that the Arbitrator who will hear the grievance shall be selected from among the following: William Riker, Barry Winograd, David Weinberg, Robert Hirsch, and Jeri-Lou Cossack. The Arbitrator shall be selected on a rotating basis and the Coordinator shall be responsible for advising the parties as to which Arbitrator is next in line to resolve the dispute. If the Arbitrator next in line is unavailable to hear the dispute within a reasonable time period in the opinion of the parties, the next Arbitrator in line shall serve as the Arbitrator of the dispute.

The addresses, telephone numbers, and fax numbers for the above-named Arbitrators are listed in Attachment B.

- 11.4 The arbitration procedure contained herein, once invoked, shall be mandatory. Should a Party to the procedure fail or refuse to participate in the hearing, if the Arbitrator determines that proper notice of the hearing has been given, said hearing shall proceed in to a default award. The Arbitrator's award shall be final and binding on all Parties to the arbitration. The costs of the arbitration, including the arbitrator's fee and expenses, shall be borne equally by the Parties. The Arbitrator's decision shall be confined to the question(s) posed by the grievance and the Arbitrator shall not have authority to modify amend, alter, add to, or subtract from, any provisions of this Agreement.
- 11.5 The time limits set out in this procedure may, upon mutual agreement, be extended. Any request for arbitration, request for extension of time limits, and agreement to extend such time limits shall be in writing.
- 11.6 The Contractor(s), as well as the Union, may bring forth grievances under this Article.

ARTICLE 12

UNION RECOGNITION AND REPRESENTATION

- 12.1 All employees working on the project shall be governed by the applicable union security clause of the applicable craft's Schedule A Agreement.

Employees hired by the Contractor(s) shall, as a condition of employment, be responsible for the payment of the applicable monthly dues, working dues and any associated fees uniformly required for union membership in the local union which is signatory to this agreement. Further, there is nothing in this Agreement that would prevent non-union employees from joining the local union.
- 12.2 The Contractor(s) recognizes the Unions signatory hereto as the sole and exclusive collective bargaining representatives for its craft employees on the Project.
- 12.3 Authorized representatives of the Unions shall have access to the site during established working hours, provided they do not unduly interfere with the work of the employees.
- 12.4 A Steward shall be a working journeyman appointed by the authorized union representative of the Local Union(s) who shall, in addition to work as a journeyman, be permitted to perform during working hours such Union(s) duties as cannot be performed at other times which consists of those duties assigned by the Business Manager or Business Agent. The Union(s) agrees that such duties shall be performed as expeditiously as possible and the Contractor(s) agrees to allow the Steward a reasonable amount of time for the performance of such duties. It is understood and agreed that the Steward's duties do not include any matters relating to referral or hiring. The Steward shall not leave the work area without notifying the appropriate supervisor.
- 12.5 The Steward will be paid at the journeyman wage for the job classification in which the Steward is employed.
- 12.6 The treatment of stewards shall be in accordance with the applicable craft agreement.

ARTICLE 13

REFERRAL

- 13.1 Contractors performing construction work on the Project described in the Agreement shall, in filling craft job vacancies, utilize and be bound by the registration facilities and referral systems established or authorized by the Unions signatory hereto when such procedures are not in violation of Federal law. The Contractor(s) shall have the right to reject any applicant referred by the Union(s), in accordance with Article 19.
- 13.2 The Contractor(s) shall have the unqualified right to select and hire directly all supervisors above general foreman it considers necessary and desirable, without such persons being referred by the Union(s).
- 13.3 In the event referral facilities maintained by the Union(s) are unable to fill the requisition of a Contractor(s) for employees within a forty-eight (48) hour period after such requisition is made by the Contractor(s) (Saturday, Sunday and holidays excluded), the Contractor(s) shall be free to obtain employees from any source.
- 13.4 The Unions shall exert their utmost efforts, including requesting assistance from other Local Unions, to recruit sufficient number of skilled Craftpersons to fulfill the labor requirements of the Contractors.
- 13.5 Recognizing the special needs of this Project and the acute shortage of skilled craftspeople, the Unions shall consider a Contractor's request to transfer key employees to work on this Project in a manner consistent with the Union's referral procedures.

ARTICLE 14

NON-DISCRIMINATION

- 14.1 The Unions and Contractors shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, religion, Vietnam veteran or Vietnam Era status, disability as identified in the Americans with Disabilities Act or any other basis recognized by law.

ARTICLE 15

APPRENTICES

- 15.1 Recognizing the need to maintain continuing support of programs designed to develop adequate numbers of competent workers in the construction industry, the Contractor(s) will employ apprentices in the respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured.
- 15.2 The apprentice ratios will be in compliance with the applicable provisions of the California Labor Code and Prevailing Wage Rate Determination.
- 15.3 There shall be no restrictions on the utilization of apprentices in performing the work of their craft provided they are properly supervised.

ARTICLE 16

WAGE SCALES and FRINGE BENEFITS

- 16.1 All employees covered by this Agreement shall be classified and paid in accordance with the classification and wage scales contained in the appropriate local agreements which have been negotiated by the historically recognized bargaining parties and in compliance

with the applicable general prevailing wage determination made by the Director of Industrial Relations pursuant to California Labor Code.

- 16.2 During the period of construction on this Project, the Contractors agree to recognize and put into effect such increases in wages and recognized fringe benefits as shall be negotiated between the various Unions and the historically recognized local bargaining parties on the effective date as set forth in the applicable collective bargaining agreement. The Unions shall notify the Contractors in writing of the specific increases in wages and recognized fringe benefits and the date on which they become effective.
- 16.3 The Contractors hereby adopt and agree to be bound by the written terms of the legally established local trust agreements specifying the detailed basis on which payments are to be made into, and benefits paid out of, such appropriately qualified employee fringe benefit funds established by such appropriate local agreements. The Contractors authorize the parties to such local trust agreements to appoint Trustees and successor Trustees to administer the trust funds, and hereby ratify and accept the Trustees so appointed as if made by the Contractors.
- 16.4 Wages due shall be paid to all employees weekly, not later than on Friday, and not more than three (3) days' wages may be withheld and shall be paid before the end of the work shift. Payment shall be made by check with detachable stub.
- 16.5 When an employee is discharged, the employee shall be paid wages due immediately. If an employee voluntarily terminates, wages due shall be paid in accordance with California State Law.

ARTICLE 17

HOURS OF WORK, OVERTIME and SHIFTS

- 17.1 Hours or Work: The work week will start on Monday and conclude on Sunday. Eight (8) hours per day shall constitute a standard work day between the hours of 6:00 a.m. and 5:30 p.m. with one-half (1/2) hour designated for lunch midway through the shift. Forty (40) hours per week, Monday through Friday, shall constitute a regular week's work. The foregoing provisions of this Article are applicable unless otherwise provided in the General Prevailing Wage Determinations made by the Director of Industrial Relations pursuant to California Labor Code. Nothing herein shall be construed as guaranteeing any employee eight (8) hours per day or forty (40) hours per week.
- 17.2 Overtime: Overtime will be in compliance with the applicable General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code.
- 17.3 Shifts: The Contractor(s) shall have the right to establish shifts for any portion of the work in accordance with this Section.
 - 17.3.1 If two (2) or three (3) shifts are worked, the first shift shall consist of eight (8) hours of continuous work exclusive of a one-half (1/2) hour non-paid lunch period, the second shift shall consist of seven and one-half (7 1/2) hours of continuous work exclusive of a one-half (1/2) hour non-paid lunch period and the third shift shall consist of seven (7) hours of continuous work exclusive of a one-half (1/2) non-paid lunch period for eight (8) hours pay.
 - 17.3.2 Shift work may be performed at the option of the Contractor(s) but, when performed, it must continue for a period of not less than five (5) consecutive working days. The straight time work week shall be considered to start with the day shift on Monday and end with the conclusion of the second or third shift on the fifth consecutive day.

ARTICLE 18

HOLIDAYS

- 18.1 Holidays will be in compliance with the applicable General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code.

ARTICLE 19

REPORTING PAY

- 19.1 Any employee reporting for work and for whom no work is provided, except when given prior notification not to report to work, shall receive two (2) hours pay at the regular straight time hourly rate. Any employee who starts work shall receive at least four (4) hours pay at the regular straight time hourly rate. Any employee who works beyond four (4) hours shall be paid for actual hours worked.
- 19.1.1 Whenever minimum reporting pay is provided for employees, they will be required to remain at the project site available for work for such time as they receive pay, unless released sooner by the principal supervisor of the Contractor(s) or its designated representative.
- 19.1.2 The provisions of this Section are not applicable where the employee voluntarily quits, in which case the employee shall be paid for the actual time worked.
- 19.2 It will not be a violation of this Agreement when the Owner or Contractor(s) consider it necessary to shut down because of an emergency situation that could endanger life or property. In such cases, employees will be compensated only for the actual time worked. In the case of a situation described above whereby the Owner or Contractor(s) request employees to wait in a designated area available for work, the employees will be compensated for the waiting time.

ARTICLE 20

TRAVEL, SUBSISTENCE and ZONE PAY

- 20.1 Travel, subsistence and zone pay will be in compliance with the applicable General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code.

ARTICLE 21

HEALTH AND SAFETY

- 21.1 The employees covered by the terms of this Agreement shall at all times, while in the employ of the Contractor(s), be bound by the safety rules and regulations as established by the Owner and Contractor(s) and in accordance with OSHA/Cal-OSHA. These rules and regulations will be published and posted at conspicuous places throughout the Project.
- 21.2 In accordance with the requirements of OSHA/Cal-OSHA, it shall be the exclusive responsibility of each Contractor(s) on the Project to assure safe working conditions for its employees and compliance by them with any safety rules contained herein or established by the contractor(s). Nothing in this Agreement will make the Union(s) or owner liable to any employee or to other persons in the event that injury or accident occurs.

- 21.3 A convenient supply of cold and potable drinking water shall be provided by the Contractor(s).
- 21.4 The Contractor(s) and Union(s) agree to abide by the substance abuse policy contained in the respective Master Collective Bargaining Agreements for the affected crafts.

ARTICLE 22

SECURITY OF MATERIAL, EQUIPMENT and TOOLS

- 22.1 Security procedures for the control of tools, equipment and materials shall be solely the responsibility of the Contractor(s).
- 22.2 All employees will comply with the security procedures established by the Contractor(s) and the Owner.
- 22.3 Theft and/or loss of the Owner's tools and equipment is a major concern on the Project. The Owner's Security Regulations will be strictly enforced.
- 22.4 Violations or failure to comply with the Owner's Security Regulations while on the Project jobsite may result in termination and/or exclusion from the Project jobsite.

ARTICLE 23

CALL-INS

- 23.1 Call-ins will be governed by the applicable craft collective bargaining agreement.

ARTICLE 24

ENTIRE AGREEMENT

- 24.1 This Agreement represents the complete understanding of the parties but shall not affect the validity of the Public Agency's Project documents. In the event of conflict between this Agreement and the Project documents, the Project documents shall take precedence.
- 24.2 The Unions agree that this Agreement covers all matters affecting wages, hours and other terms and conditions of employment, and that during the terms of this Agreement, neither the Contractor(s), nor the Union(s) will be required to negotiate on any further matters affecting these or any other subject not specifically set forth in this Agreement except by mutual agreement of the Unions involved and the Coordinator.
- 24.3 Any other agreement or modification of this Agreement must be reduced to writing and signed by the Coordinator and the Unions involved.

ARTICLE 25

GENERAL SAVINGS CLAUSE

- 25.1 It is not the intention of either the Contractor(s) or the Union(s) parties to violate any laws governing the subject matter of this Agreement. If any Article or provision of this Agreement shall be declared invalid, inoperative, or unenforceable by any competent authority of the executive, legislative, judicial or administrative branch of the federal, state or local government, the parties shall suspend the operation of each such article or provision during the period of invalidity. Such suspension shall not affect the operation of any provision covered in this Agreement to which the law or regulation is not applicable.

Further, the Contractor(s) and Union(s) agree that if and when any or all provisions of this Agreement are finally held or determined to be illegal or void by a Court of competent jurisdiction, the parties will promptly enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the requirements of an applicable law and the intent of the parties hereto.

- 25.2 In the event that a decision of a Court of competent jurisdiction materially alters the terms of the Agreement such that the intent of the parties is defeated, then the entire Agreement shall be null and void.

ARTICLE 26

DURATION OF AGREEMENT

- 26.1 This Agreement shall become effective on the day the Owner awards the first contract covered by the scope of this Agreement and shall continue in full force and effect until completion of the scope of the Project. The parties may mutually agree in writing to amend, extend or terminate this Agreement at any time.

DATE: _____, 20____

CONTRACTOR

CONTRA COSTA BUILDING & CONSTRUCTION TRADES COUNCIL

By: _____
(Signature)

By: _____
Tim Sbranti, Executive Director
On Behalf of the CCBCTC

Name: _____

Capacity: _____

PROJECT MANAGER CONTRA COSTA COUNTY

COORDINATOR CONTRA COSTA COUNTY

By: _____
(Signature)

By: _____
(Signature)

Name: Paul Hundal

Name: Sarah Price

Capacity: Capital Projects Division Manager

Capacity: Deputy Director Public Works

PROJECT LABOR AGREEMENT

SIGNATURES

Signatory Unions:

Asbestos Workers Local #16

Bricklayers & Allied Craft Workers Local #3

Northern California Carpenters Regional Council

Millwrights Local #102

District Council of Plasterers & Cement Masons

Electricians Local #301

Plasterers Local #66

Plumbers Local #159

Roofers Local #81

Teamsters Local #315

Boilermakers Local #549

Hod Carriers Local #166

Iron Workers Local #378

Northern California District Council of Laborers

Operating Engineers Local #3

Painters & Allied Trades District Council #6

Pile Drivers Local #34

Sheet Metal Workers Local #104

Sprinkler Fitters Local #483

Steamfitters Local #342

Underground Utility/Landscape #355

Elevator Construction Local #8

PROJECT LABOR AGREEMENT

SIGNATURES (Continued)

Laborers Local #324

Lathers Local #68L

ATTACHMENT "A"
PROJECT LABOR AGREEMENT
FOR
CHILLER REPLACEMENT AT LINUS PAULING
151 LINUS PAULING DRIVE, HERCULES, CA

BETWEEN
<<Contractor>>
AND
SIGNATORY CONTRA COSTA COUNTY BUILDING CONSTRUCTION
TRADES UNIONS
AGREEMENT TO BE BOUND

The undersigned, as a Contractor or Subcontractor (CONTRACTOR) on **ROOFTOP CHILLER REPLACEMENT PROJECT AT 151 LINUS PAULING DRIVE, HERCULES, CA**, (hereafter PROJECT), for and in consideration of the award to it of a contract to perform work on said PROJECT, and in further consideration of the mutual promises made in the "Project Labor Agreement" (hereinafter AGREEMENT), a copy of which was received and is acknowledged, hereby:

Accepts and agrees to be bound by the terms and conditions of the AGREEMENT, together with any and all amendments and supplements now existing or which are later made thereto:

The CONTRACTOR agrees to be bound by the legally established local trust agreements as set forth in Article 16 of this AGREEMENT.

The CONTRACTOR authorizes the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the CONTRACTOR;

Certifies that it has no commitments or agreements which would preclude its full and complete compliance with the terms and conditions of said AGREEMENT.

Agrees to secure from any CONTRACTOR(S) (as defined in said AGREEMENT) which is or becomes a Subcontractor (of any tier) to it, a duly executed Agreement to be Bound in form identical to this document.

Dated: _____

(Name of Contractor)

(Name of Prime Contractor or Higher
Level Subcontractor) _____
(Authorized Officer & Title)

(Address)

(Phone) (Fax)

MEMORANDUM OF UNDERSTANDING

PROJECT LABOR AGREEMENT

Notwithstanding any provision to the contrary in the Project Labor Agreement (Project Labor Agreement), this memorandum will confirm that work covered by the Project Labor Agreement within the craft jurisdiction of the Elevator Constructors will be performed under the terms of the National Agreement of the International Union of Elevator Constructors, except that Articles 5, 6 and 11 of the Project Labor Agreement will apply to such work.

INTERNATIONAL UNION OF
ELEVATOR CONSTRUCTORS
LOCAL UNION NO. 8

Date _____

ATTACHMENT 'B'

David Weinberg
Arbitrator
35 Miller Ave., #17
Mill Valley, CA 94941
Phone: (415) 378-5701
Mobile: N/A
Fax: N/A
Email: dwmedarb@gmail.com

Ms. Jerilou Cossack
Arbitrator
3231 Quandt Road
Lafayette, CA 94549
(925) 939-1904 General
(925) 360-1524 Mobile
(925) 939-1904 Fax
jhc@jerilou-cossack.com

Mr. Robert M. Hirsch
Attorney at Law/ Arbitrator/ Mediator
P.O. Box 170428
San Francisco, CA 94117
(415) 362-9999 General
(415) 676-9619 Mobile
(415) 752-7678 Fax
rmhirsch@gmail.com

Mr. William Riker
Arbitrator
15 Santa Paula Avenue
San Francisco, CA 94127-1541
(415) 664-1538 General
(415) 664-1538 Fax
werarb@earthlink.net

Mr. Barry Winograd
Arbitrator
Lake Merritt Plaza
1999 Harrison Street, Suite 1400
Oakland, CA 94612-3517
(510) 273-8755 General
(510) 393-7283 Mobile
(510) 273-8746 Fax
winmedarb@aol.com

DIVISION E.Outreach Program/Mandatory Subcontracting Minimum/Affirmative Action and Equal Employment Opportunity for Use on County-Funded Construction Contracts of \$175,000 and Greater

SECTION 1. OUTREACH PROGRAM

A. General

This project is subject to the policies and requirements established in the County's Outreach Program for the use of Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs), Other Business Enterprises (OBEs), Small Business Enterprises (SBEs), Local Business Enterprises (LBEs), and Disabled Veteran Business Enterprises (DVBES). The County is committed to ensuring full and equitable participation by minority, women, and other sub-bid or subcontracting businesses in County-funded construction projects. The Outreach Program is set forth herein. Bidders should be fully informed of this program. Bidders are encouraged to use MBE/WBE firms whenever there is a need to subcontract portions of the work. Failure to comply with the County's Outreach Program may render the bid non-responsive.

B. MBE/WBE/OBE Participation

The Outreach Program requires the bidder to make a "Good Faith Effort" to obtain sub-bid participation by MBEs, WBEs, OBEs, SBEs, LBEs, and DVBES which is anticipated by the County to produce levels of participation as stated in the proposal form.

C. Definitions

For purposes of this program, the following definitions shall apply:

1. "Minority or Women Business Enterprise (MBE or WBE)" means a business enterprise that meets both of the following criteria:
 - a. A business entity that is at least 51 percent owned by one or more minority persons or women or, in the case of any business whose stock is held, at least 51 percent of the stock is owned by one or more minority persons or women; and
 - b. A business whose management and daily business operations are controlled by one or more minority persons or women.
2. "Other Business Enterprise (OBE)" means any business which does not otherwise qualify as a Minority or Women Business Enterprise.
3. "Small Business Enterprise (SBE)" means a small business concern, as defined in Section 3 of the Small Business Act and implementing regulations (Volume 13 of the Code of Federal Regulations, Chapter 1).
4. "Local Business Enterprise (LBE)" means a business that has its main office or principal place of business within the boundaries of Contra Costa County.

DIVISION E.Outreach Program/Mandatory Subcontracting Minimum/Affirmative Action and Equal Employment Opportunity for Use on County-Funded Construction Contracts of \$175,000 and Greater

5. "Minority person" means African Americans; Hispanic Americans; Native Americans (including American Indians, Eskimos, Aleuts, and Native Hawaiians); Asian Pacific (including persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas); and Asian Indians (including persons whose origins are from India, Pakistan, and Bangladesh).
6. "Subcontract" means an agreement between the prime contractor and an individual, firm, or corporation for the performance of a particular portion(s) of the work which the prime contractor has obligated itself.
7. "Subcontractor" means an individual, firm, or corporation having a direct contract with the contractor for the performance of a part of the work which is proposed to be constructed or done under the contract or permit, including the furnishing of all labor, materials, or equipment.
8. "Vendor and/or supplier" means a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and its own name, the purchase and sale of the products in question. A vendor and/or supplier of bulk items such as steel, cement, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment.
9. "Manufacturer" means a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the contractor.
10. "Trucker" means a firm that performs hauling or trucking work with trucks owned or leased by that firm.
11. "Broker" means a firm that charges for providing a bona fide service such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, insurance or bonds, materials, or supplies required for the performance of the contract. The fee or commission is to be reasonable and not excessive as compared with fees customarily allowed for similar services.

D. Certification and Participation of Minority and Women Business Enterprises

1. If recognition is to be given to MBE/WBE participation on this project, within three (3) working days after bid opening, an MBE/WBE must be: (a) certified by the involved County department or self-certified on an appropriate form satisfactory to the County; or (b) certified by any of the following agencies-State of California Department of Transportation (Caltrans), City of Oakland, Port of Oakland, Regional Transit Coordinating Council, San Francisco Human Rights Commission, Los Angeles County Metropolitan Transportation Commission, or U.S. Small Business Administration.

DIVISION E.Outreach Program/Mandatory Subcontracting Minimum/Affirmative Action and Equal Employment Opportunity for Use on County-Funded Construction Contracts of \$175,000 and Greater

Applications for certification and/or directories of MBE/WBE certified firms are available at the following locations:

a. Contra Costa County

Equal Employment Opportunity, 2530 Arnold Drive, Suite 140, Martinez, CA 94553

Telephone: 925-335-1455

Fax: 925-335-1420

b. City of Oakland

Office of City Manager, Contract Compliance & Employment Services

250 Frank H. Ogawa Plaza, Suite 3341, Oakland, CA 94612

Telephone: (510) 238-3970

Fax: (510) 238-3363

c. Los Angeles County Metropolitan Transportation Commission

Equal Opportunity Department, 1 Gateway Plaza, Los Angeles, CA 90012

Telephone: (213) 922-2600

Fax: (213) 922-7660

d. Port of Oakland

530 Water Street, Oakland, CA 94607

Telephone: (510) 627-1657

Fax: (510) 451-1656

e. Regional Transit Coordinating Council

Includes the following agencies:

AC Transit (Alameda Contra Costa Transit District)

Telephone: (510) 891-7176

Fax: (510) 891-4724

Email: sandy@pacbell.net

BART (Bay Area Rapid Transit District)

Telephone: (510) 464-6110

Fax: (510) 464-7587

Email: jmackl@bart.dst.ca.us

County Connection (Central Contra Costa Transit Authority)

Telephone: (925) 676-1976

Fax: (925) 686-2630

Email : madrigal@cccta.org

Metropolitan Transportation Commission

Telephone: (510) 464-7777

Fax: (510) 464-7848

DIVISION E.Outreach Program/Mandatory Subcontracting Minimum/Affirmative Action and Equal Employment Opportunity for Use on County-Funded Construction Contracts of \$175,000 and Greater

Email: bcecch@mtc.ca.us
Samtrans (San Mateo County Transit District)
Telephone: (650) 508-7939
Fax: (650) 508-7738

San Francisco Municipal Railway/San Francisco Public Transportation
Telephone: (415) 923-6139
Fax: (415) 923-6180

Santa Clara Valley Transportation Authority
Telephone: (408) 952-4105
Fax: (408) 955-0892
Email: andy.flores@vta.org

- f. San Francisco Human Rights Commission
25 Van Ness Avenue, Suite 800, San Francisco, CA 94102-6033
Telephone: (415) 252-2500
Fax: (415) 431-5764
Webpage: <http://www.sfhumanrights.org/>
(Note: Firm must be listed on their certification list, not their registry).
 - g. Caltrans (California Department of Transportation)
Division of Civil Rights, 1120 N Street, Room 2445, Sacramento, CA 95814
Webpage: <http://www.dot.ca.gov/hq>
 - h. U.S. Small Business Administration
Regional Office, 71 Stevenson Street, 20th Floor, San Francisco, CA 94105-2939
Telephone: (415) 744-6843
Webpage: <http://www.sba.gov>
2. This applies to recognition as an MBE/WBE.
- a. All listed MBE or WBE firms must be certified as defined under the preceding paragraph.
 - b. Work performed by a prime contractor will be considered for credit in computing any level of anticipated MBE/WBE participation established for this project. The prime contractor will be required to make a good faith effort to obtain certified MBEs/WBEs through subcontracting.
 - c. A listed MBE or WBE firm must perform a commercially useful function, i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing, and supervising the work.

DIVISION E.Outreach Program/Mandatory Subcontracting Minimum/Affirmative Action and Equal Employment Opportunity for Use on County-Funded Construction Contracts of \$175,000 and Greater

- d. Recognition for materials and/or supplies is limited to 60 percent of the amount to be paid to the vendor, unless the vendor manufactures or substantially alters the materials/supplies.
- e. MBE/WBE credit shall not be given to a Joint Venture partner listed as a subcontractor by a Joint Venture bidder.
- f. MBE/WBE credit for brokers required for performance of the contract is limited to the reasonable fee or commission charged, as not considered excessive, as compared with fees customarily allowed for similar services.

E. Good Faith Effort Documentation

The bidder must take affirmative steps prior to bid opening to ensure that a maximum effort is made to recruit sub-bidder/subcontractors. Minority and women-owned and controlled businesses must be considered along with other business enterprises whenever possible as sources of supplies, construction, and other services. The required affirmative steps for Good Faith Effort documentation are outlined below.

It is the policy of Contra Costa County to provide all MBEs, WBEs, OBEs, SBEs, LBEs, and DVBES an equal opportunity to participate in the performance of all County contracts. Bidders must assist the County in implementing this policy by taking all reasonable steps to ensure that all qualified business enterprises, including MBEs, WBEs, OBEs, SBEs, LBEs, and DVBES have an equal opportunity to compete for and participate in County contracts. A bidder's good faith efforts to reach out to MBEs, WBEs, OBEs, SBEs, LBEs, and DVBES (subcontractors, suppliers, manufacturers, truckers, etc.) will be determined by the Board of Supervisors from written documentation of the level of effort put into achieving the indicators. **Failure to include supporting documentation of a good faith effort and failure to achieve a minimum of 75 out of 100 Good Faith Effort evaluation points may render the bid non-responsive and may result in its rejection.** Adequacy of bidder's good faith effort will be determined after consideration of the indicators of good faith as set forth below.

Indicator	1	2	3	4	5	6	7	8	9	10	Total
Points	0	10	13	9	10	10	5	10	26	7	100

Each indicator (2-10) is evaluated on a pass/fail basis, i.e., either full or zero points can be achieved for compliance with each item.

1	OUTREACH PARTICIPATION AND MSM	No Points
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The bidder has made a good faith effort to obtain sub-bid participation by MBEs, WBEs, OBEs, SBEs, LBEs, and DVBES which could be expected by the County to produce a reasonable level of participation by interested business enterprises, and to have the bidder meet the Mandatory Subcontracting Minimum for the project.

DIVISION E.Outreach Program/Mandatory Subcontracting Minimum/Affirmative Action and Equal Employment Opportunity for Use on County-Funded Construction Contracts of \$175,000 and Greater

2	ATTENDED PRE-BID MEETING	10 Points
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The bidder has attended the pre-bid meeting scheduled by the County to inform all bidders of the requirements for the project for which the contract will be awarded. This requirement may be waived only if the bidder certifies in writing prior to the pre-bid meeting that it was already informed as to those project requirements.

Required Documentation: a) Attend pre-bid meeting and be listed on the attendance sheet; or b) Submit a letter prior to the pre-bid meeting either by fax to (925) 313-2101 or by mail to Contra Costa County Public Works Department, Capital Projects Management Division, 255 Glacier Drive, Martinez California 94553.

3	SUFFICIENT WORK IDENTIFIED FOR SUBCONTRACTORS	13 Points
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The bidder has identified, listed and selected specific work items in the project to be performed by sub-bidders/subcontractors in order to provide an opportunity for participation by MBEs, WBEs, OBEs, SBEs, LBEs, and DVBES. Upon making this determination, the bidder subdivided the total contract work requirements into smaller portions or quantities to permit maximum active participation of MBEs, WBEs, OBEs, SBEs, LBEs, and DVBES.

Required Documentation: Proof of this must be demonstrated in either Indicator 4 or 5.

4	ADVERTISEMENT	9 Points
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Not less than ten (10) calendar days prior to bid opening, the bidder advertised for sub-bids from interested business enterprises in one or more daily or weekly newspapers, trade association publications, minority or trade oriented publications, trade journals, or other media, specified by the County, such as the Daily Construction Service, the Daily Pacific Builder, or the Small Business Exchange.

Required Documentation: A copy of the advertisement and a proof of publication statement or other verification which confirms the date the advertisement was published.

Note: The advertisement must be specific to the project, not generic, and may not be a plan holder advertisement provided by the publication. It should include the County project name, name of bidder, areas of work available for subcontracting, and a contact person's name and telephone number, information on the availability of plans, specifications and requirements, and the bidder's policy concerning assistance to subcontractors in obtaining bonds, lines of credit, and/or insurance. Consideration will be given to the wording of the advertisement to ensure that it did not exclude or seriously limit the number of potential respondents.

DIVISION E.Outreach Program/Mandatory Subcontracting Minimum/Affirmative Action and Equal Employment Opportunity for Use on County-Funded Construction Contracts of \$175,000 and Greater

5	WRITTEN NOTICES TO SUBCONTRACTORS	10 Points
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The bidder has provided written notice of its interest in receiving sub-bids on the contract to those subcontractors, suppliers, manufacturers, and truckers, including MBEs, WBEs, OBEs, SBEs, LBEs, and DVBES having an interest in participation in the selected work items. All notices of interest shall be provided not less than ten (10) calendar days prior to the date the bids are required to be submitted.

Required Documentation: A copy of each letter sent to available MBEs, WBEs, OBEs, SBEs, LBEs, and DVBES for each item of work to be performed. If there is only one master notification, then a copy of the letter along with a listing of all recipients will suffice. Faxed copies must include the fax transmittal confirmation slip showing the date and time of transmission. Mailed letters must include copies of the metered envelopes or certified mail receipts. Letters must contain: areas of work to be subcontracted; County project name; name of the bidder; contact person's name, address, and telephone number; information on the availability of plans and specifications; and the bidder's policy concerning assistance with bonds, lines of credit, and insurance.

Note: This written notice can be used to satisfy Indicators 3, 7, and 10.

CERTIFICATION AGENCIES

(Bidders should contact the agencies listed in Paragraph D.1 above to obtain current copies of MBE/WBE directories for listings of certified MBE/WBE firms.)

6	FOLLOW-UP ON INITIAL SOLICITATION	10 Points
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The bidder has documented efforts to follow-up initial solicitations made in Indicator #5 by contacting the MBEs, WBEs, OBEs, LBEs, and SBEs to determine with certainty whether said businesses were interested in performing specific portions of the project work, to answer any questions from them, to record any telephone quotes, and to confirm/record the business' interest in bidding on the project.

Required Documentation: A copy of telephone logs. These logs must include the name of the company called, telephone number, contact person, who did the calling, time, date, and the result of the conversation. Bidder must follow-up with all subcontractors to whom they sent letters.

7	PLANS, SPECIFICATIONS AND REQUIREMENTS	5 Points
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The bidder has provided interested sub-bid enterprises with information about the plans, specifications, and requirements for the selected sub-bid/subcontracting work.

Required Documentation: Include in Indicator 4 or 5, information detailing how, where, and when the bidder will make the required information available to interested subcontractors.

DIVISION E.Outreach Program/Mandatory Subcontracting Minimum/Affirmative Action and Equal Employment Opportunity for Use on County-Funded Construction Contracts of \$175,000 and Greater

8	CONTACTED RECRUITMENT/PLACEMENT ORGANIZATIONS	10 Points
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The bidder has requested assistance from organizations that provide assistance in the recruitment and placement of MBEs, WBEs, OBEs, SBEs, LBEs, and DVBEs not less than fifteen (15) calendar days prior to the submission of bids. Any organizations which have been contacted must be listed in the required documentation.

Required Documentation: A copy of each letter sent to outreach agencies requesting assistance in recruiting MBEs, WBEs, OBEs, SBEs, LBEs, and DVBEs. Faxed copies must include the fax transmittal confirmation slip showing the date and time of transmission. Mailed letters must include copies of the metered envelopes or certified mail receipts. Letters must contain areas of work to be subcontracted, County project name, name of the bidder, and contact person's name, address, and telephone number.

9	NEGOTIATE IN GOOD FAITH	26 Points
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The bidder has negotiated in good faith with interested MBEs, WBEs, OBEs, SBEs, LBEs, and DVBEs and did not unjustifiably reject as unsatisfactory bids or proposals prepared by any enterprise, as determined by the County.

Required Documentation: a) Copies of all MBE/WBE/OBE/SBE/LBE/DVBE bids or quotes received; and b) Summary sheet organized by work area, listing the bids received, the name of the company that submitted the bid, the dollar amount of the bid and the subcontractor selected for that work area. If the bidder elects to perform a listed work area with its own forces, they must include a bid that shows their own costs for the work.

10	BOND, LINES OF CREDIT, AND INSURANCE ASSISTANCE	7 Points
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The bidder has documented efforts to advise and assist interested MBEs, WBEs, OBEs, SBEs, LBEs, and DVBEs in obtaining bonds, lines of credit, and insurance required by the County or contractor.

Required Documentation: Include in Indicator 4 or 5, information about the bidders's efforts to assist with bonds, lines of credit, and insurance.

No later than three (3) working days following bid opening, the bidders shall submit completed good faith effort documentation to the County. In its review of the good faith effort documentation, the County may request additional information to validate and/or clarify that the good faith effort submission was adequate. Such information shall be submitted promptly upon request by the County.

For MBE/WBE firms to be used on the project, the bidder shall submit, within three (3) working days after bid opening, a completed "Letter of Intent" form for each such firm (see

DIVISION E.Outreach Program/Mandatory Subcontracting Minimum/Affirmative Action and Equal Employment Opportunity for Use on County-Funded Construction Contracts of \$175,000 and Greater

sample form at end of Division E). Use of the form will verify the amount of work each MBE/WBE subcontractor, supplier, manufacturer, or trucker intends to perform. The form shall be signed by the MBE/WBE subcontractor, supplier, manufacturer, or trucker identifying the item(s) of work to be performed and the actual dollar value to be received.

F. Award of Contract

The Board reserves the right to reject any and all bids. The award of a contract will be to the lowest responsive, responsible bidder whose proposal complies with all requirements prescribed herein. This includes compliance with the required Outreach Program. A positive and adequate demonstration to the satisfaction of the Board of Supervisors that a good faith effort to include MBE/WBE/OBE/SBE/LBE subcontractors' participation was made is a condition for eligibility for award of the contract.

In the event that the Board considers awarding away from the apparent low bidder because of the bidder's failure to supply adequate good faith effort documentation, the County shall afford the bidder an opportunity to present further evidence prior to award of contract.

The Board specifically reserves the right, in its sole discretion, to waive any of the time requirements set forth in this Division E and to waive any other irregularities relating to compliance with the County's Outreach Program.

G. Subcontractor Substitution

In addition to the requirements set forth in the provisions pertaining to the listing of subcontractors the following shall apply for the purpose of this program:

1. Substitution During Construction: The contract award requires that the level of all subcontractor participation shall be maintained throughout the duration of the contract.
 - a. The Contractor shall request advance approval for all substitutions of bid-listed subcontractors.
 - b. The request shall be in writing and submitted to the County. The request shall give the reason for the substitution, the name of the subcontractor, supplier, trucker, or manufacturer, and the name of the replacement.
2. MBE/WBE Sub-bidder/Subcontractor Substitution: The County requires that whenever the Contractor seeks to substitute a bid-listed MBE/WBE subcontractor, supplier, manufacturer, or trucker, the Contractor must make a good faith effort to replace the MBE/WBE with a firm of the same certification status (i.e., MBE for MBE and WBE for WBE).
 - a. The Contractor shall call at least two (2) certified MBE or WBE sub-bid prospects from each trade for which sub-bid/subcontracting work is available and document the following for submittal:

DIVISION E.Outreach Program/Mandatory Subcontracting Minimum/Affirmative Action and Equal Employment Opportunity for Use on County-Funded Construction Contracts of \$175,000 and Greater

Name of the company called; contact person and telephone number; date and time of contact.

Response for each item of work which was solicited, including dollar amounts.

Reason for selection or rejection of sub-bid prospect.

- b. The Contractor shall submit all documentation of good faith efforts to the County for review and approval by the County Administrator's Office.

H. Sub-Agreement Falsification

Falsification or misrepresentation of a sub-agreement as to company name, contract amount, and/or actual work to be done by the sub-bidder/subcontractor will result in sanctions set forth in provisions pertaining to listing of subcontractors.

I. Final Subcontracting Report Submittal/Verification of Performance Forms

The Contractor must submit the Final Subcontracting Report to the County Affirmative Action Office within fifteen (15) calendar days after the final inspection of the contract work by the County. Failure to comply may result in the assessment of liquidated damages in the amount of five hundred dollars (\$500.00) per calendar day by the Board of Supervisors.

Upon completion of work, the Contractor shall submit a completed "Verification of Performance" form (see sample form at end of Division E) for each MBE/WBE prime contractor, subcontractor, supplier, manufacturer, or trucker used on the project or listed in the bid. The form shall be signed by the MBE/WBE identifying the item(s) of work performed and the actual dollar amount received. Final payment for work done may be withheld until all MBE/WBE Verification of Performance forms are received. The Prime Contractor must explain in writing any total dollar amounts paid to MBE/WBE subcontractors, suppliers, manufacturers, or truckers that are less than the dollar amounts shown on the respective Letter of Intent.

J. Review of Records

Upon request, the Contractor and its subcontractors and truckers shall promptly make available, for review by the County Administrator's Office, certified payroll records and copies of purchase orders, invoices, and/or contracts from suppliers and manufacturers.

DIVISION E.Outreach Program/Mandatory Subcontracting Minimum/Affirmative Action and Equal Employment Opportunity for Use on County-Funded Construction Contracts of \$175,000 and Greater

K. Prompt Payment

The Contractor shall make prompt payment to its subcontractors, truckers, suppliers, and manufacturers in accordance with their contracts and legal relationships.

SECTION 2. MANDATORY SUBCONTRACTING MINIMUM

A. General

This project is subject to the policies and requirements established by the Board of Supervisors Outreach Program-Construction. The County is committed to maximizing subcontracting opportunities in the provision of all goods and services to the County on a contractual basis. The Outreach Program is set forth herein. Bidders should be fully informed of this program. Failure to comply with the Mandatory Subcontracting Minimum requirements may render the bid non-responsive.

B. Mandatory Subcontracting Minimum Participation Level

To be eligible for award of this project, the Board of Supervisors requires the bidder to subcontract a minimum percentage of its bid, which is stated in the proposal form, to any qualified available contractor, and list all subcontractors, regardless of amount, that the bidder wishes to be credited toward achieving the required MSM. Failure to list the subcontractors and subcontracting amounts with the bid on the form provided in the proposal, sufficient to meet or exceed the required MSM, may cause the bid to be rejected by the Board of Supervisors as non-responsive.

C. Definitions

For purposes of this program, the following definitions shall apply:

1. "Subcontractor" means an individual, firm or corporation having a direct contract with the contractor for the performance of a part of work which is proposed to be constructed or done under the contract or permit, including the furnishing of all labor, materials, or equipment.
2. "Subcontract" means an agreement between the prime contractor and an individual, firm or corporation for the performance of a particular portion(s) of the work which the prime contractor has obligated itself.
3. "Vendor and/or supplier" means a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and its own name, the purchase and sale of the products in question. A supplier of

DIVISION E.Outreach Program/Mandatory Subcontracting Minimum/Affirmative Action and Equal Employment Opportunity for Use on County-Funded Construction Contracts of \$175,000 and Greater

- bulk items such as steel, cement, stone and petroleum products need not keep such products in stock, if it owns or operates distribution equipment.
4. "Manufacturer" means a firm that operates or maintains a factory or establishment that produces on the premises the materials or suppliers obtained by the contractor.
 5. "Broker" means a firm that charges for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, insurance or bonds, materials or supplies required for performance of the contract. The fee or commission is to be reasonable and not excessive as compared with fees customarily allowed for similar services.

D. MSM Participation Recognition

1. Work performed by a prime contractor will not be considered for credit toward the MSM participation level.
2. MSM credit for materials and/or supplies is limited to 60 percent of the amount to be paid to the vendor for the materials/supplies.
3. MSM credit for a vendor who substantially alters materials/supplies and/or is a manufacturer will be 100 percent.
4. MSM credit for brokers required for performance of the contract is limited to the reasonable fee or commission charged, as not considered excessive, as compared with fees customarily allowed for similar services.
5. MSM credit shall not be given to a Joint Venture partner listed as a subcontractor by a Joint Venture bidder.

DIVISION E.Outreach Program/Mandatory Subcontracting Minimum/Affirmative Action and Equal Employment Opportunity for Use on County-Funded Construction Contracts of \$175,000 and Greater

PROPOSAL

All good faith effort documentation must be submitted with the bid or within three (3) working days following the bid opening.

Failure to submit the required good faith effort documentation within three (3) working days following the bid opening may render the bid non-responsive.

The bidder is required to subcontract the following minimum percentage of its bid:

Mandatory Subcontracting Minimum (MSM) Requirement	30%
--	-----

NOTE: Outreach Program information and/or assistance may be obtained through the County's Affirmative Action Office at (925) 335-1455.

SECTION 3. AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall pay special attention to Division F General Conditions, Section 36 Equal Employment Opportunity and Labor Code Section 1735 and these special provisions.

A. Employment Goals

1. On projects of \$1,000,000 or more it shall be the goal of each contractor and subcontractor to ensure that the overall minority composition of all persons employed specifically for the purpose of completing this contract shall reflect the overall minority composition of the labor force of Contra Costa County (25.7%) and 6.9% of the labor force for women employed specifically for the purpose of completing this contract. This requirement does not apply to current employees used on this contract.
2. The contractor shall make a maximum effort to achieve this employment goal within each trade by ensuring that the percentage of total hours worked within each trade by persons who are members of minority groups and women are in proportion to the overall minority composition of the Contra Costa County labor force population.
3. The goals shall apply to the contractor and all subcontractors regardless of how they are selected.

B. Specific Affirmative Action Steps

1. No contractor or subcontractor shall be found to be in noncompliance solely on account of its failure to meet its goals. The Contractor and subcontractor shall be given the opportunity to demonstrate that they have instituted these Specific Affirmative Action Steps and have made every "good faith effort" to make these steps work toward the attainment of the above employment goals. The contractor shall inform its subcontractors of their respective obligations under the terms and requirements of these special provisions.
2. The Contractor's and subcontractors' Affirmative Action Program must include specific affirmative action steps to increase minority and women utilization. Any contractor who fails to meet the employment goals outlined in Paragraph A "Employment Goals", above, must demonstrate to the satisfaction of the Contract Compliance Officer that a "good faith effort" was made to meet these goals. This effort must be at least as extensive and specific as the following:
 - a) The Contractor shall notify the union (hiring hall) in writing that the employment goal of this project is not being met, and the Contractor shall solicit the union's assistance in meeting the specified goals.
 - b) The Contractor shall make specific and continuing personal recruitment efforts, both written and oral, directed at minority, female and community organizations, schools with minority and female students, minority and female recruitment

DIVISION E.Outreach Program/Mandatory Subcontracting Minimum/Affirmative Action and Equal Employment Opportunity for Use on County-Funded Construction Contracts of \$175,000 and Greater

organizations, and minority and female training organizations within the greater San Francisco Bay Area.

- c) The Contractor shall notify the Contract Compliance Officer whenever the union or unions with whom the Contractor has a collective bargaining agreement have not referred to the Contractor a minority person or female in response to a request sent by the Contractor to the union or whenever the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet the specified employment goals.
- d) The Contractor shall actively participate as an individual or through an association in joint apprenticeship programs, and the Contractor shall, where reasonable, develop on-the-job training opportunities and programs which expressly include minorities and females.
- e) The Contractor shall solicit and sponsor members of minority groups and females for pre-apprenticeship training.
- f) The Contractor shall demonstrate an effort to cooperate with the unions with which the Contractor has agreements in the development of programs to assure qualified members or minority groups and females of equal opportunity in employment in the construction trades.
- g) The Contractor shall maintain a file of the names, addresses and telephone numbers of minority and female workers referred to said Contractor, what actions were taken with respect to each referred worker, and if the worker was not employed, the reasons why. For each such worker not employed by the Contractor, the Contractor's file shall document the reasons.
- h) The Contractor shall establish and maintain a current list of minority and female recruitment sources, and shall notify community organizations that the Contractor has employment opportunities available, and shall maintain the records of organizations' responses. The Contractor shall make a specific effort to encourage its current employees to recruit any qualified minority and female workers.
- i) The Contractor shall disseminate an Equal Employment Opportunity (EEO) policy within the Contractor's own organization by including it in any policy manual and collective bargaining agreement; by publicizing it in company newspapers and annual reports; by conducting staff and employee representative meetings to explain and discuss policy; by posting of the policy; and by specific review of the policy with minority and female employees.
- j) The Contractor shall disseminate an EEO policy externally by providing notice of the policy to the unions and training programs and requesting their cooperation in assisting the Contractor in meeting EEO obligations; by informing and discussing it with all recruitment sources; by advertising in the news media, specifically

DIVISION E.Outreach Program/Mandatory Subcontracting Minimum/Affirmative Action and Equal Employment Opportunity for Use on County-Funded Construction Contracts of \$175,000 and Greater

including minority and female news media; by notifying and discussing it with all subcontractors and suppliers.

- k) The Contractor shall ensure that all facilities and company activities are nonsegregated. If necessary, changing facilities shall be provided to assure privacy between the sexes.
- l) The Contractor shall conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage such employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m) The Contractor shall review, at least annually, the company's EEO policy.

Upon request by the Contract Compliance Officer, the Contractor shall provide copies of documentation that a "good faith effort" was made.

C. Reporting Requirements

The provisions in Division F General Conditions, Section 36 Equal Employment Opportunity and Labor Code Section 1735 are amended as follows:

Each employee shall be identified as to minority or non-minority status and as to gender status on a form acceptable to the Contract Compliance Officer. Forms shall be submitted weekly to the Contract Compliance Officer. When payroll records are required, this information may be included on certified payroll records using California Department of Industrial Relations Public Works Payroll Reporting Form A-1-131.

D. Enforcement

The Contract Compliance Office will review Contractor's and subcontractor's "project" employment practices during the performance of the work.

1. Determination of Noncompliance: If the Contract Compliance Officer determines that there is an apparent violation of any substantial requirements of these "Affirmative Action and Equal Employment Opportunity" special provisions, Division F General Conditions, Section 36 Equal Employment Opportunity or Labor Code Section 1735 by the Contractor or one of its subcontractors, the Contract Compliance Officer will hold a meeting with the Contractor, and its subcontractor (if applicable), for the purpose of determining whether the Contractor is indeed out of compliance. If after the meeting the Contract Compliance Officer finds the Contractor out of compliance, the Contractor will be notified of its appeal rights to the County Administrator. In the event that the Contractor disagrees with the County Administrator's determination, the Contractor may appeal, in writing, to the Board of Supervisors. If the Board of Supervisors concurs that there has been a violation, the Contract Compliance Officer will notify the Contractor in writing of the sanctions to be imposed.

DIVISION E.Outreach Program/Mandatory Subcontracting Minimum/Affirmative Action and Equal Employment Opportunity for Use on County-Funded Construction Contracts of \$175,000 and Greater

In addition, the Contra Costa County Board of Supervisors will deem a finding of willful violation of the California Fair Employment Act by the Fair Employment Practices Commission to be a violation by the Contractor of the nondiscrimination requirements of this project, and such violation shall be subject to the sanctions provided herein. The same shall apply to violations of the Equal Employment Opportunity Commission regulation and other state and federal compliance agencies. Any sanctions imposed by the County for such violations shall be in addition to any sanctions or penalties imposed by the regulatory agencies or commissions.

2. Sanctions: A finding at the public hearing that there has been a violation of the Affirmative Action and Equal Employment Opportunity requirements of this project shall be cause for the Board of Supervisors to impose any or all of the following sanctions:
 - a) Withhold an additional (10%) of all further contract progress payments until the Contractor provides evidence satisfactory to the Board of Supervisors that the condition of noncompliance has been corrected.
 - b) Suspend the contract until such time as the Contractor provides evidence satisfactory to the Board of Supervisors that the condition of noncompliance has been corrected. All expenses, including liquidated damages shall be paid by the Contractor for any resultant delays.
 - c) Cancel the contract and collect appropriate damages from the Contractor.
 - d) Declaration that the Contractor is non-responsible and is ineligible to make bids on future County contracts until the Contractor can demonstrate to the satisfaction of the Board of Supervisors that the violation has been corrected.

Contra Costa County
OUTREACH PROGRAM
Equal Employment Opportunity Office
2530 Arnold Drive, Suite 140
Martinez, California 94553
(925) 335-1455 Fax (925) 335-1420

LETTER OF INTENT TO PERFORM AS A
SUBCONTRACTOR / SUPPLIER / MANUFACTURER / TRUCKER

Name of Prime Contractor

Name of Project

Project Number

The undersigned is a (check one):

☐ Sole proprietorship ☐ Corporation ☐ Limited Liability
☐ Partnership ☐ Joint Venture

Check the following which may apply.

MBE	WBE	SBE	LBE	DVBE
☐ Subcontractor	☐ Subcontractor	☐ Subcontractor	☐ Subcontractor	☐ Subcontractor
☐ Supplier	☐ Supplier	☐ Supplier	☐ Supplier	☐ Supplier
☐ Manufacturer	☐ Manufacturer	☐ Manufacturer	☐ Manufacturer	☐ Manufacturer
☐ Trucker	☐ Trucker	☐ Trucker	☐ Trucker	☐ Trucker
☐ Other _____ Describe	☐ Other _____ Describe	☐ Other _____ Describe	☐ Other _____ Describe	☐ Other _____ Describe

☐ None of the Above Apply

The undersigned is prepared to perform the following described work in connection with the above project (specify in detail the particular work items or parts thereof to be performed):

Total Amount Bid to Prime Contractor: \$ _____

Signature

Position Title

Date

Name of Person Completing this Form

Company Name

Phone Number

Fax Number

Contra Costa County
OUTREACH PROGRAM
Equal Employment Opportunity Office
2530 Arnold Drive, Suite 140
Martinez, California 94553
(925) 335-1455 Fax (925) 335-1420

VERIFICATION OF PERFORMANCE

SUBCONTRACTOR/SUPPLIER/MANUFACTURER/TRUCKER/SUBCONSULTANT

- | | |
|----|--------------------------|
| 1. | Name of Prime Contractor |
| 2. | Name of Project |
| 3. | Project Number |

4. The undersigned performed work in connection with the above project as (check one):
- | | | |
|--|--|--|
| ☐ Sole proprietorship | ☐ Corporation | ☐ Limited Liability |
| ☐ Partnership | ☐ Joint Venture | |

5. Check the following which may apply.

MBE	WBE	SBE	LBE	DVBE
☐ Subcontractor	☐ Subcontractor	☐ Subcontractor	☐ Subcontractor	☐ Subcontractor
☐ Supplier	☐ Supplier	☐ Supplier	☐ Supplier	☐ Supplier
☐ Manufacturer	☐ Manufacturer	☐ Manufacturer	☐ Manufacturer	☐ Manufacturer
☐ Trucker	☐ Trucker	☐ Trucker	☐ Trucker	☐ Trucker
☐ Other_____	☐ Other_____	☐ Other_____	☐ Other_____	☐ Other_____
Describe	Describe	Describe	Describe	Describe
☐ None of the Above Apply				

6. The undersigned has performed the following described work in connection with the above project (specify in detail the particular work items or parts that were performed):

7. Total Bid to Prime Contractor or Consultant: \$_____

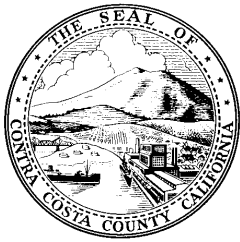
8. Total Amount Received: \$_____

9. Explain any difference between lines #7 and #8 by attaching a written explanation.

10. _____
- | Signature | Position/Title | Date |
|-----------|----------------|------|
|-----------|----------------|------|

11. _____
Name of Person Completing this Form

- | | | |
|-----|--------------|--------------|
| 12. | Company Name | () |
| | | Phone Number |
| | | () |
| | | FAX Number |



Contra Costa County

Attention Special Notice

Date: January 2004

To: Prime Contractors

From: Affirmative Action Officer

Subject: New Business Enterprise Category

On October 14, 2003, the Board of Supervisors approved the addition of the Disabled Veterans Business Enterprise (DVBE) category to the County's Outreach Program. The definition of a DVBE is:

A Disabled Veteran Business Enterprise (DVBE) is a business entity at least 51% owned by one or more disabled veterans and whose daily business operations must be managed and controlled by one or more disabled veterans(s); the disabled veteran(s) who manages and controls the business is not required to be the disabled veteran business owner(s); and the home office must be located in the U.S. (the home office cannot be a branch or subsidiary of a foreign corporation, foreign firm, or other foreign based-business). The disabled Veteran must be a California resident, have a service-connected disability of at least 10% or more and be an honorably discharged veteran of the U.S. Military, Naval or Air Services.

Whenever you see the listing of Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs), Small Business Enterprises (SBEs), and Local Business Enterprises (LBEs), please add Disabled Veteran Business Enterprises (DVBEs) to the list of business enterprises. For example: MBE, WBE, SBE, LBE, and DVBE.

Contact the following agency for a listing of DVBEs:

State of California
Department of General Services
Procurement Division
Small Business and DVBE Certification
707 Third Street, 1st Floor, Room 400
P. O. Box 989052
West Sacramento, CA 95798-9052
(800) 559-5529
<http://www.pd.dgs.ca.gov/smbus/certinq.htm>

If you have any questions contact:

Equal Employment Opportunity Office
2530 Arnold Drive, Suite 140
Martinez, California 94553
(925) 335-1455
Fax: (925) 335-1420

DIVISION F. GENERAL CONDITIONS

SECTION 1. Definitions:

Whenever the following terms, pronouns in place of them, or initials of organizations appear in the contract documents, they shall have the following meaning:

Addendum - A document issued by the County during the bidding period which modifies, supersedes, or supplements the original contract documents.

Agreement - The written document of agreement, executed by the County and the Contractor.

Architect or Engineer - Shall mean the architect, engineer individual or co-partnership, employed by the County of Contra Costa; as designated on the title sheet of these specifications. When Contra Costa County is designated as the Engineer, Engineer shall mean the Director of Public Works, or his authorized representative.

Bidder - Any individual, partnership, corporation, association, joint venture, or any combination thereof, submitting a proposal for the work, acting directly, or through a duly authorized representative.

Board of Supervisors - Shall mean the duly elected or appointed officials who constitute such a Board, who will act for the County in all matters pertaining to the Contract.

Change Order - Is any change in contract time or price and any change in contract documents not covered by subcontractors.

Project Inspector, Construction Supervisor, Inspector, or Clerk of the Works - Shall mean the authorized agent of the County at the site of the work.

Contract - The contract is comprised of the contract documents.

Contract Documents - The contract documents include the agreement, notice to contractors, instructions to bidders, proposal, plans, general conditions, specifications, contract bonds, addenda, change orders, and supplementary agreements.

Contractor - The individual, partnership, corporation, association, joint venture, or any combination thereof, who has entered into a contract with the County.

County - Shall mean the County of Contra Costa, a political subdivision of the State of California and party of the first part, or its duly authorized agent acting within the scope of their authority.

General Notes - The written instructions, provisions, conditions, or other requirements appearing on the drawings, and so identified thereon, which pertain to the performance of the work.

Plans - The official drawings including plans, elevations, sections, detail drawings, diagrams, general notes, information and schedules thereon, or exact reproductions thereof, adopted and approved by the County showing the location, character, dimension, and details of the work.

Specifications - The instructions, provisions, conditions and detailed requirements pertaining to the methods and manner of performing the work, or to the qualities and quantities of work to be furnished and installed under this contract.

DIVISION F. GENERAL CONDITIONS (Continued)

Subcontractor - An individual, partnership, corporation, association, joint venture, or any combination thereof, who contracts with the Contractor to perform work or labor or render service in or about the work. The term subcontractors shall not include those who supply materials only.

Superintendent - The representative of the Contractor who shall be present at the work site at all times during performance of the work. Such Superintendent shall at all times be fully authorized to receive and act upon instructions from the County or its authorized agents and to execute and direct the work on behalf of the Contractor.

Supplemental Instruction - An instruction given during the course of the work (See Section 16-B).

Work - The furnishing and installing of all labor, materials, articles, supplies, and equipment as specified, designated, or required by the contract.

SECTION 2. Governing Laws and Regulations:

- A. The Contractor shall keep informed of and observe, and comply with and cause all of his/her agents and employees to observe and comply with all prevailing Federal and State laws, local ordinances, and rules and regulations made pursuant to said laws which in any way affect the conduct of the work of this contract.
- B. All work and materials shall be in full accordance with the latest rules and regulations of the Uniform Building Code, the State Fire Marshal, the Safety Orders of the Division of Industrial Safety, the National Electric Code, the Uniform Plumbing Code published by the Western Plumbing Officials Association, and other applicable State laws or regulations. Nothing in these Plans or Specifications is to be construed to permit work not conforming to these Codes. The Contractor shall keep copies of Codes on job at all times during construction period. Work shall meet the requirements of Contra Costa County Ordinance, Title 7.
- C. Excerpts from Section 6422 of the Labor Code of the State of California are included below. The Contractor shall comply fully with this section of the Labor Code as applicable.

"No contract for public works involving an estimated expenditure in excess of \$25,000.00 for the excavation of any trench or trenches five feet or more in depth, shall be awarded unless it contains a clause requiring submission by the Contractor and acceptance by the awarding body or by a registered civil or structural engineer, employed by the awarding body to whom authority to accept has been delegated, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer.

"Nothing in this section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders of the Division of Industrial Safety.

"Nothing in this section shall be construed to impose tort liability on the awarding body or any of its employees.

"The terms 'public works' and 'awarding body', as used in this section shall have the same meaning as in Labor Code Section 1720 and 1722 respectively."

DIVISION F. GENERAL CONDITIONS (Continued)

SECTION 3. Patents and Royalties:

- A. The Contractor shall provide and pay for all licenses and royalties necessary for the legal use and operation of any of the equipment or specialties used in the work. Certificates showing the payment of any such licenses or royalties, and permits for the use of any patented or copyrighted devices shall be secured and paid for by the Contractor and delivered to the County on completion of the work, if required.

SECTION 4. Contractor's Responsibility for Work and Public Utilities:

- A. The Work: Until the formal acceptance of the work by the County, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part of the work by the action of the elements or from any other cause except as provided in Section 23.

The Contractor, at Contractor's cost, shall rebuild, repair, restore, and make good all such damages to any portion of the work occasioned by any of such causes before its acceptance.

B. Public Utilities:

1. The Contractor shall send proper notices, make all necessary arrangements, and perform all other services required in the care and maintenance of all public utilities. The Contractor shall assume all responsibility concerning same for which the County may be liable.
2. Enclosing or boxing in, for protection of any public utility equipment, shall be done by the Contractor. Upon completion of the work, the Contractor shall remove all enclosures, fill in all openings in masonry, grouting the same watertight, and leave in a finished condition.
3. All connections to public utilities shall be made and maintained in such manner as not to interfere with the continuing use of same by the County during the entire progress of the work.

SECTION 5. Bonds and Insurance:

- A. The Contractor to whom the work is awarded shall within the time specified in Division B, Instructions to Bidders, enter into a contract with the owner on the Contra Costa County Standard Form for the work in accordance with the drawings and Specifications, and shall furnish and file at the same time payment and performance bonds as set forth in the advertisement for bids, on forms set forth in Division D of these Specifications.

B. Compensation Insurance:

The Contractor shall take out and maintain during the life of this Contract, adequate Workers' Compensation Insurance for all his/her employees employed at the site of the project, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for the latter's employees, unless such employees are covered by the protection afforded by the Contractor.

DIVISION F. GENERAL CONDITIONS (Continued)

In case any class of employee engaged in hazardous work under the Contract at the site of the project is not protected under the Workers' Compensation statute, or in case there is no applicable Workers' Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate insurance for the protection of his employees not otherwise protected.

C. Public Liability and Property Damage Insurance:

The Contractor, at no cost to Public Agency, shall obtain and maintain during the term hereof, Commercial General Liability Insurance, including Broad Form Property Damage, Blanket Contractual Liability, and completed operations, with a minimum combined single-limit coverage of \$1,000,000.00, and coverage for owned and non-owned automobiles, with a minimum combined single-limit coverage of \$500,000.00 for all damages due to bodily injury, sickness or disease, or death to any person, and damage to property, including the loss of use thereof, arising out of each accident or occurrence. Contractor shall furnish evidence of such coverage, naming as additional insured Public Agency, and its elective and appointive boards, commissions, officers, agents, and employees together with any additional persons and entities, if any, listed in the Supplementary General Conditions (Division G), and requiring 30 days' written notice of policy lapse or cancellation, non-renewal, or material change in coverage.

D. Physical Damage to the Property/Building:

The County will maintain physical damage insurance (fire, lightning, etc.) on the building. The Contractor and sub-contractors will be responsible for all their property to be used or installed on the project, until such time as the County accepts the work, whether or not the property is located on the job site. The County will be responsible for and arrange for insurance for its account on the installed property upon acceptance.

E. Certificates of Insurance:

Certificates of such Workers' Compensation, Public Liability, Property Damage Insurance, and if applicable Builder's Risk/Course of Construction Insurance, shall be filed with the County and shall be subject to County approval for adequacy of protection. All certificates shall indicate that Contra Costa County has been named as an additional insured. These certificates shall contain a provision that coverage afforded under the policies will not be cancelled until at least thirty days prior written notice has been given to Contra Costa County.

F. Performance Bond:

One bond shall be in the amount of one hundred percent (100%) of the Contract, and shall insure the Owner during the life of the Contract and for the term of one year from the date of acceptance of the work against faulty or improper materials or workmanship that may be discovered during that time. Said bond shall be issued on the form set forth in Division D of these Specifications.

G. Payment Bond:

One bond shall be in the amount of one hundred percent (100%) of the Contract price, and shall be in accordance with the laws of the State of California to secure the payment of all claims for labor and materials used or consumed in the performance of this contract and of all amounts under the Unemployment Insurance Act. Said bond shall be issued on the form set forth in Division D of these Specifications.

DIVISION F. GENERAL CONDITIONS (Continued)

SECTION 6. Subcontracting:

- A. The Contractor shall be responsible for all work performed under this contract, and no subcontractor will be recognized as such. All persons engaged in the work will be considered as employees of the Contractor.
- B. The Contractor shall give his personal attention to the fulfillment of this contract and shall keep the work under his control. When any subcontractor fails to prosecute a portion of the work in a manner satisfactory to the Architect or Engineer, the Contractor shall remove such subcontractor immediately upon written request of the Architect or Engineer and he shall not again be employed on the work.
- C. Although the specification sections of this contract may be arranged according to various trades, or general grouping of work, the contractor is not obligated to sublet the work in such manner. The County will not entertain requests to arbitrate disputes among subcontractors or between the Contractor and one or more subcontractors concerning responsibility for performing any part of the work.
- D. Subletting or subcontracting any portion of the work as to which no subcontractor was designated in the original bid shall be permitted only in case of public emergency or necessity, and then only after a finding reduced to writing as public record of the awarding authority setting forth the facts constituting such emergency or necessity.
- E. Substitution of Subcontractors: Contractor shall not substitute any person or subcontractor in place of a subcontractor listed in his bid proposal without the written approval of the County. Substitution of subcontractors must be in accordance with the provisions of the "Subletting and Subcontracting Fair Practices Act" beginning with Section 4100 of the Public Contract Code. Violations of this Act by the Contractor may subject him to penalties which may include cancellation of contract, assessment of 10 percent of the subcontractor's bid, and disciplinary action by the Contractors' State License Board.

SECTION 7. Time of Work and Damages:

- A. The County will designate the starting day of the contract on which the contractor shall immediately begin and thereafter diligently prosecute the work to completion. The Contractor obligates himself to complete the work on or before the date, or within the number of calendar days, set forth in the Proposal (Bid Form) for completion, subject only to such adjustment of time as may be set forth in this article or pursuant to Section 21.
- B. If the work is not completed within the time required, damage will be sustained by the County. It is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the County will sustain by reason of such delay; and it is therefore agreed that the Contractor will pay to the County the sum of money stipulated per day in the Specifications for each and every day's delay in finishing the work beyond the time prescribed. If the Contractor fails to pay such liquidated damages the County may deduct the amount thereof from any money due or that may become due the contractor under the contract.
- C. The work shall be regarded as completed upon the date the County has accepted the same in writing.
- D. Written requests for contract time extensions, along with adequate justification, shall be submitted to the County not later than 10 calendar days following the delay.

DIVISION F. GENERAL CONDITIONS (Continued)

- E. Any money due, or to become due the Contractor, may be retained to cover said liquidated damages and should such money not be sufficient to cover such damages, the County shall have the right to recover the balance from the Contractor or his sureties.
- F. Should the County, for any cause, authorize a suspension of work, the time of such suspension will be added to the time allowed for completion. Suspension of work by order of the County shall not be deemed a waiver of the claim of the County for damages for non-completion of the work after the adjusted time as required above.

SECTION 8. Progress Schedule:

Prior to beginning work the Contractor shall submit to the County a practicable progress schedule of operations on a chart form approved by the County. The schedule of operations shall show the order in which the Contractor proposes to carry out the work, the dates on which he will start each major subdivision of the work, and the contemplated dates of completion of such subdivision. The Contractor shall submit an adjusted progress schedule on the approved form to reflect changed conditions. (Normally, a new schedule will be requested when schedule is more than thirty (30) days in error).

SECTION 9. Temporary Utilities and Facilities:

- A. All water used on the work will be furnished and paid for by the Contractor. The Contractor shall furnish the necessary temporary piping from the distribution point to the points on the site where water is necessary to carry on the work and upon completion of the work shall remove all temporary piping.
- B. The Contractor, at his own cost, shall furnish and install all meters, all electric light and power equipment and wiring, all gas meters, gas equipment and piping that is necessary to perform his work and shall remove the same upon the completion of the work. The Contractor shall pay for all power, light and gas used in the construction work.
- C. The Contractor shall furnish, wire for, install and maintain temporary electric light wherever it is necessary to provide illumination for the proper performance and/or inspection of the work. The lighting shall provide sufficient illumination and shall be so placed and distributed that these Specifications can be easily read in every place where said work is being performed. This temporary lighting equipment may be moved about but shall be maintained throughout the work, available for the use of the Engineer, Project Inspector, or any other authorized representative of the County whenever required for inspection.
- D. The Contractor shall provide and maintain for the duration of the work, temporary toilet facilities for the workers. These facilities shall be of an approved type conforming to the requirements of the County Health Department, and shall be weathertight structures with raised floors. Structures are to have adequate light and ventilation and door equipped with latch or lock. Contractor shall service such facilities daily, maintaining same in a clean and sanitary condition. Portion of site occupied by toilet facilities shall be graded and cleaned up upon removal of facilities when so ordered and/or upon completion of work.
- E. The County will pay directly to the utility companies connections fees, annexation fees, permit fees, acreage fees, and all other fees required by the utility companies and associated with the permanent utility services. If additional fees associated with the temporary services are required they will be paid by the Contractor.

County will not pay for water, gas, telephone and electricity consumed on the project until after the County makes written request to the utility companies that billings be sent to the

DIVISION F. GENERAL CONDITIONS (Continued)

County. (Normally, the County will make these requests after the project is accepted as complete.)

F. See Supplementary General Conditions for Variations to the above requirements.

SECTION 10. Permits:

The Contractor shall make application for all permits that are required for the performance of his work by all laws, ordinances, rules, regulations, or orders, of any body lawfully empowered to make or issue the same and having jurisdiction, and shall give all notices necessary in connection therewith. The Contractor is not required to pay any charges associated with permits except for reinspection charges or for encroachment permits for work performed in public right of ways.

SECTION 11. Conduct of Work:

- A. The Contractor shall observe that the County reserves the right to do other work in connection with the project by Contract or otherwise, and he shall at all times conduct his work so as to impose no hardship on the County or others engaged in the work. He shall adjust, correct and coordinate his work with the work of others so that no discrepancies shall result in the whole work.
- B. The Contractor shall provide an adequate work force, materials of proper quality, and equipment to properly carry on the work and to insure completion of each part in accordance with his schedule and with the time agreed.
- C. The Contractor shall personally superintend the work and shall maintain a competent superintendent or foreman at all times until the job is accepted by the County. This superintendent shall be empowered to act in all matters pertaining to the work.
- D. Daily Manpower Reports shall be signed by the Contractor, or his Superintendent, and submitted weekly.
- E. Unless otherwise specified, the Contractor shall clear all obstructions and prepare the site ready for the construction. He shall verify dimensions and scale of plot plans, and shall check all dimensions, levels, and construction.
- F. Where work of one trade joins, or is on other work, there shall be no discrepancy or incomplete portions when the total project is complete. In engaging one kind of work with another, marring or damaging same will not be permitted. Should improper work of any trade be covered by another which results in damage, or defects, the whole work affected shall be made good by the Contractor without expense to the County.
- G. The Contractors shall anticipate the relations of the various trades to progress of the work and shall see that required anchorage or blocking is furnished and set at proper times. Anchorage and blocking for each trade shall be a part of same, except where stated otherwise.
- H. Proper facilities shall be provided at all times for access of the County representatives to conveniently examine and inspect the work.
- I. Watchmen, at Contractor's option, shall be maintained during the progress of the work as required, at the expense of the Contractor.

DIVISION F. GENERAL CONDITIONS (Continued)

- J. If any subcontractor or person employed by the Contractor shall appear to the Engineer to be incompetent or to act in a disorderly or improper manner, he shall be discharged immediately on the written request of the Engineer/Architect, and such person shall not again be employed on the work.
- K. Once having started the work, the Contractor shall proceed with dispatch and without interruption until the project is completed.
- L. Precautions shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and all hazards shall be guarded or eliminated in accord with recommended safety provisions established by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law. The Contractor shall protect hazards with adequately constructed guard rails and/or barricades and shall provide lanterns, warning lights, and the like, as necessary. The Contractor shall eliminate attractive nuisances from the work and from the site. To this end he shall so dispose, store, guard, and protect the premises and all work, materials, equipment and both permanent and temporary construction as to preclude the unauthorized use thereof by children or others and particularly to eliminate possible consequent injury to unauthorized persons.
- M. Activities which are inherently loud and which might disturb neighbors (such as use of helicopters to hoist materials and equipment; use of earth moving equipment; use of pile driving equipment) shall not begin before 8:00 a.m. and shall not continue past 6:00 p.m.
- N. In no case shall the County or Architect be responsible for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the other work nor shall the County or Architect be responsible for Contractor's failure to employ proper safety procedures.

SECTION 12. Responsibility For Site Conditions:

The following shall constitute exceptions, and the sole exceptions, to the responsibility of the Contractor set forth in Section 3, in the Instructions to Bidders:

- A. If, during the course of the work, the Contractor encounters active utility installations which are not shown or indicated in the plans or in the specifications, or which are found in a location substantially different from that shown, and such utilities are not reasonably apparent from visual examination, then he/she shall promptly notify the County in writing. Where necessary for the work of the contract, the County shall issue a written order to the Contractor to make such adjustment, rearrangement, repair, removal, alteration, or special handling of such utility, including repair of the damaged utility. For the purposes of the foregoing, "active" shall mean other than abandoned, and "utility installations" shall include the following: Steam, petroleum products, air, chemical, water, sewer, storm water, gas, electric, and telephone pipe lines or conduits.

The Contractor shall perform the work described in such written order and compensation therefor will be made in accordance with Section 21, relating to changes in the work. Except for the items of cost specified in such Sections, the Contractor shall receive no compensation for any other cost, damage or delay to him due to the presence of such utility. If the Contractor fails to give the notice specified above and thereafter acts without instructions from the County, then he/she shall be liable for any or all damage to such utilities or other work of the contract which arises from his/her operations subsequent to discovery thereof, and he/she shall repair and make good such damage at his/her own cost.

DIVISION F. GENERAL CONDITIONS (Continued)

- B. If the contract requires excavation or other work to a stated limit of excavation beneath the surface, and if during the course of the work the County orders a change of depth or dimensions of such subsurface work due to discovery of unsuitable bearing material or for any other cause, then adjustment to contract price for such change will be made in accordance with Section 21. Except for the items of cost specified therein, the Contractor shall receive no compensation for any other cost, damage, or delay to him due to the presence of such unsuitable bearing material or other obstruction.

SECTION 13. Inspection:

- A. The Contractor shall at all times permit the County and their authorized agents to visit and inspect the work or any part thereof and the shops where work is in preparation. This obligation shall include maintaining proper facilities and safe access for such inspection. Where the contract requires work to be tested, it shall not be covered up until inspected and approved by the County, and the Contractor shall be solely responsible for notifying the County where and when such work is in readiness for inspection and testing. Should any such work be covered without such test and approval, it shall be uncovered at the Contractor's expense.
- B. Whenever the Contractor intends to perform work on Saturday, Sunday, or a legal holiday, he/she shall give notice to the County of such intention at least two working days prior to performing such work, or such other period as may be specified, so that the County may make necessary arrangements.
- C. The inspection of the work or materials shall not relieve the Contractor of any of his/her obligations to fulfill his/her contract as prescribed. Work and materials not meeting such requirements shall be made good and unsuitable work or materials may be rejected, notwithstanding that such work or materials have been previously inspected or that payment has been made.
- D. Construction review of the Contractor's performance by the County is not intended to include the review of the adequacy of the contractor's safety measures, in, on, or near the construction site.

SECTION 14. Rejection of Materials:

- A. The Contractor shall promptly remove from the premises all materials condemned by the County as failing to conform to the Contract, whether incorporated in the work or not, and the Contractor shall promptly replace and reexecute his/her own work in accordance with the Contract and without expense to the County and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal.
- B. If the Contractor does not remove such condemned work and materials within reasonable time, fixed by written notice, the County may remove them and may store the materials at the expense of the Contractor. If the Contractor does not pay the expenses of such removal within ten (10) days thereafter, the County may upon ten (10) days written notice, sell such materials at auction or at private sale and shall account for the net proceeds thereof after deducting all costs and expenses that should have been borne by the Contractor.

SECTION 15. Interpretation of Contract Requirements:

- A. Correlation: The contract documents shall be interpreted as being complementary in requiring a complete work ready for use and occupancy or, if not to be occupied, operation.

DIVISION F. GENERAL CONDITIONS (Continued)

Any requirement occurring in any one of the documents is as binding as though occurring in all.

- B. Conflicts in the Contract Documents: In case of discrepancies or conflicts in information or requirements within the drawings, within the specifications, or between the drawings and the specifications, the most expensive requirement shown or specified shall be the basis of the contract.
- C. Omissions: If the contract documents are not complete as to any minor detail of a required construction system or with regard to the manner of combining or installing of parts, materials, or equipment, but there exists an accepted trade standard for good construction, such detail shall be deemed to have been implicitly required by the contract documents in accordance with such standard.
 - 1. "Minor detail" shall include the concept of substantially identical components, where the price of each such component is small even though the aggregate cost or importance is substantial, and shall include a single component which is incidental, even though its cost or importance may be substantial.
 - 2. The quality and quantity of the parts or material so supplied shall conform to trade standards and be compatible with the type, composition, strength, size, and profile of the parts or materials otherwise set forth in the contract documents.

SECTION 16. Clarifications and Additional Instruction:

- A. Notification by Contractor: Should the Contractor discover any conflicts, omissions, or errors in the contract documents or have any question concerning interpretation or clarification of the contract documents, or if it appears to him that the work to be done or any matters relative thereto are not sufficiently detailed or explained in the contract documents, then, before proceeding with the work affected, he/she shall immediately notify the County in writing through the Construction Supervisor, and request interpretation, clarification or furnishing of additional detailed instructions concerning the work. All such questions shall be resolved and instructions to the Contractor issued within a reasonable time by the County, whose decision shall be final and conclusive.

Should the Contractor proceed with the work affected before receipt of instructions from the County, he/she shall remove and replace or adjust any work which is not in accordance therewith and he/she shall be responsible for any resultant damage, defect or added cost.

- B. Supplemental Instructions: During the course of the work the Architect and/or Engineer may issue Supplemental Instructions regarding the work. These Supplemental Instructions will supplement the Plans and Specifications in order to clarify the intent of the contract documents by adjustment to meet field conditions or to make the various phases of the work meet and join properly. A Supplemental Instruction involves no change in contract time or price. Performance, partially or in full, of a Supplemental Instruction shall constitute a waiver of claim for a change in contract time or price for the work covered by the Supplemental Instruction, unless a Change Order has been issued.
- C. Change Orders: See Section 21.

SECTION 17. Product and Reference Standards:

- A. Product Designation: When descriptive catalogue designations, including manufacturer's name, product brand name, or model number are referred to in the contract documents, such

DIVISION F. GENERAL CONDITIONS (Continued)

designations shall be considered as being those found in industry publications of current issue at date of first invitation to bid.

- B. Reference Standards: When standards of the Federal Government, trade societies, or trade associations are referred to in the contract documents by specific date of issue, these shall be considered a part of this contract. When such references do not bear a date of issue, the current published edition at date of first invitation to bid shall be considered as part of this contract.

SECTION 18. Substitutions, Materials, Articles, and Equipment:

- A. Within fifteen (15) days after the signing of the Contract, the Contractor shall submit for approval to the County a complete list of all materials it is proposed to use under this contract, which differ in any respect from materials specified. This list shall include all materials which are proposed by the Subcontractors as well as by the Contractor for use in work of his/her Contract and which are not specifically mentioned in the Specifications.
- B. Substitutions: Wherever the name or brand of a manufacturer's article is specified herein, it is used as a measure of quality and utility or a standard. If the Contractor desires to use any other brand or manufacture of equal quality and utility to that specified, he/she shall make application to the County in writing for any proposed substitutions. Failure to propose the substitution of any article within thirty-five (35) days after the signing of the Contract may be deemed sufficient cause for the denial of request for substitution. Such proposed substitution shall be accompanied by evidence satisfactory to the County that the material or process is equal to that specified. Request for substitution shall be made in ample time for the County's consideration as no delay or extra time will be allowed on account thereof. Evidence furnished to the County by the Contractor shall consist of adequate size samples of material, testing laboratory reports on material or process, manufacturer's specification data, field reports on product's approval and use by other public agencies, material costs, and installation costs and maintenance provisions and experience or other data as required by the County. The County's decision concerning the refusal or acceptance of proposed substitute for that specified shall be accepted as final. Failure to submit competent evidence as required and requested by County shall be considered grounds for refusal of substitution.
 - 1. No such proposal will be considered unless accompanied by complete information and descriptive data necessary to determine the equality of the offered materials, articles, or equipment. Samples shall be provided when requested by the County.
 - 2. The Contractor shall note that the burden of proof as to the comparative quality or suitability of the offered materials, articles, or equipment shall be upon the Contractor. The County shall be the sole judge as to such matters. In the event that the County rejects the use of such substitute materials, articles, or equipment, then one of the particular products designated by brand name shall be furnished.
- C. Material shall be new and of quality specified. When not particularly specified, material shall be the best of its class or kind. The Contractor shall, if required, submit satisfactory evidence as to the kind and quality of material. Price, fitness and quality being equal, preference shall be given to products made in California, in accordance with Section 4380 et. seq., of the government Code, State of California.
- D. Mechanical equipment, fixtures and materials shall be delivered in original shipping crates to the job site and the County shall be notified of the receipt of such equipment, fixtures and material before uncrating. The County will, when desired, inspect such equipment, fixtures

DIVISION F. GENERAL CONDITIONS (Continued)

or material to determine any damage or deviation from that specified. Items damaged during delivery shall be rejected.

- E. All materials shall be delivered so as to insure a speedy and uninterrupted progress of the work. Same shall be stored so as to cause no obstruction, and so as to prevent overloading of any portion of the structure, and the Contractor shall be entirely responsible for damage or loss by weather or other cause.
- F. Installation. Unless otherwise noted, all manufactured materials, products, processes, equipment or the like shall be installed in accordance with manufacturer's printed instructions or specifications.

SECTION 19. Shop Drawings, Descriptive Data, Samples:

- A. The Contractor shall submit promptly to the County, so as to cause no delay in the work, all shop drawings, descriptive data and samples for the various trades as required by the specifications, and offers of alternatives, if any. Such submittals shall be checked and coordinated by the Contractor with the work of other trades involved before they are submitted to the County for examination.
- B. The Contractor shall submit to the County shop or diagram drawings in the number of copies as required in submittal schedule, or nine (9) copies if no schedule is included in these documents. The drawings shall show completely the work to be done; any error or omission shall be made good by the Contractor at his own expense, even though the work be installed before same becomes apparent, as approval by the County covers general layout only. Fabrication, details and inspection shall conform to approved Contract Drawings.
- C. Descriptive Data: Submit sets of manufacturer's brochures or other data required by the specifications in the number of copies as required in submittal schedule, or nine (9) copies if no schedule is included in these documents. The County will examine such submittals, noting thereon corrections, and return three copies with a letter of transmittal indicating actions taken by the County or required of the Contractor.
- D. Samples: Submit samples of articles, materials or equipment as required by the specifications. The work shall be in accordance with the approval of the samples. Samples shall be removed from County property when directed. Samples not removed by the Contractor, at the County's option, will become the property of the County or will be removed or disposed of by the County at Contractor's expense.
- E. The County will examine submittals, with reasonable promptness. Return of submittals to the Contractor shall not relieve the Contractor from responsibility for deviations and substitutions from the contract plans and specifications, nor shall it relieve him from responsibility for errors in the submittals. A failure by the Contractor to identify, in his letter of transmittal, material deviations from the plans and specifications shall void the submittal and any action taken thereon by the County. When specifically requested by the County, the Contractor shall resubmit such shop drawings, descriptive data, and samples as may be required.
- F. If any mechanical, electrical, structural, or other changes are required for the proper installation, support or fit of substitute materials, articles, or equipment, or because of deviations from the contract plans and specifications, such changes shall not be made without the consent of the County and shall be made without additional cost to the County.

DIVISION F. GENERAL CONDITIONS (Continued)

SECTION 20. Samples and Tests:

The County reserves the right, at its own expense, to order tests of any part of the work. If, as a result of any such test, the work is found unacceptable, it will be rejected and any additional test required by the County shall be at Contractor's expense. Unless otherwise directed, all samples for testing will be taken by the County from the materials, articles or equipment delivered, or from work performed, and tests will be under the supervision of, or directed by, and at such places as may be convenient to the County. Materials, articles, and equipment requiring tests shall be delivered in ample time before intended use to allow for testing, and none may be used before receipt of written approval by the County. Any sample delivered to the County or to the premises for examination, including testing, shall be disposed of by the Contractor at his own expense within not more than ten (10) days after the Contractor acquires knowledge that such examination is concluded, unless otherwise directed by the County.

SECTION 21. Change Orders:

The County reserves the right to order in writing changes in the plans and specifications, without voiding the contract, and the Contractor shall comply with such order. No change or deviation from the plans and specifications will be made without authority in writing from the County.

Changed work shall be performed in accordance with the original requirements of the Contract Documents and previous fully executed Change Orders.

A Change Order may adjust the contract price either upward or downward in accordance with one, or a combination, of the following bases, as the County may elect:

- A. On a lump sum basis as supported by breakdown of estimated costs.
- B. On a unit price basis.
- C. On a cost-plus basis in accordance with the following conditions:

1. Mark-ups:

- a) For work performed by the General Contractor an amount equal to the direct cost (as defined herein) of the work plus 15% of the direct costs for overhead and profit.
- b) For work performed by a sub-contractor an amount equal to the direct costs (as defined herein) of the work plus 20% of the direct costs for overhead and profit. (Suggested breakdown: 15% to the sub-contractor, 5% to General Contractor.)
- c) For work performed by a sub-sub-contractor an amount equal to the direct costs (as defined herein) of the work plus 25% of the direct costs for overhead and profit. (Suggested breakdown: 15% to sub-sub-contractor, 5% to sub-contractor, 5% to General Contractor.)
- d) In no case will the total mark-up be greater than 25% of the direct costs notwithstanding the number of contract tiers actually existing.
- e) For deleted work the mark-up shall be 10% of the direct costs or the agreed upon estimate thereof.

DIVISION F. GENERAL CONDITIONS (Continued)

2. Direct Costs:

- a) Labor: The costs for labor shall include any employer payments to or on behalf of the workers for health and welfare, pension, vacation and similar purposes. Labor rates will not be recognized when in excess of those prevailing in the locality and time the work is being performed.
- b) Materials: The actual cost to the Contractor for the materials directly required for the performance of the changed work.

Such cost of materials may include the cost of procurement, transportation and delivery if necessarily incurred.

If a trade discount by the actual supplier is available to the Contractor, it shall be credited to the County. If the materials are obtained from a supply or source owned wholly or in part by the Contractor, payment therefore will not exceed the current wholesale price for such materials. The term "trade discount" includes the concept of cash discount.

If, in the opinion of the County, the cost of materials is excessive, or if the Contractor fails to furnish satisfactory evidence of the cost to him from the actual supplier thereof, then in either case the cost of the materials shall be deemed to be the lowest current wholesale price at which similar materials are available in the quantities required. The County reserves the right to furnish such materials as it deems advisable, and the Contractor shall have no claims for costs or profits on material furnished by the County.

- c) Equipment: The actual cost to the Contractor for the use of equipment directly required in the performance of the changed work. In computing the hourly rental of equipment, any time less than 30 minutes shall be considered one half hour. No payment will be made for time while equipment is inoperative due to breakdowns or for non-working days. In addition, the rental time shall include the time required to move the equipment to the work from the nearest available source for rental of such equipment, and to return it to the source. If such equipment is not moved by its own power, then loading and transportation costs will be paid in lieu of rental time therefor. However, neither moving time nor loading and transportation costs will be paid if the equipment is used on the project in any other way than upon the changed work. Individual pieces of equipment having a replacement value of \$1,000 or less shall be considered to be tools or small equipment, and no payment will be made therefor.

For equipment owned, furnished, or rented by the Contractor, no cost therefor shall be recognized in excess of the rental rates established by distributors or equipment rental agencies in the locality where the work is performed.

The amount to be paid to the Contractor for the use of equipment as set forth above shall constitute full compensation to the Contractor for the cost of fuel, power, oil, lubrication, supplies, small tools, small equipment, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, labor (except for equipment operators), and any and all costs to the Contractor incidental to the use of such equipment.

DIVISION F. GENERAL CONDITIONS (Continued)

3. Allowable Time Extensions:

For any change in the work, the Contractor shall be entitled only to such adjustments in time by which completion of the entire work is delayed due to performance of the changed work. Each estimate for a change in the work submitted by the Contractor shall state the amount of extra time that he considers should be allowed for making the requested change.

4. Records and Supportive Information:

- a) 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 cost-plus basis and the costs of other operations.
- b) Contractor shall maintain daily records showing man hours and material quantities required for cost plus work. The Contractor shall use a form approved or provided by the County. The forms will be filled out in duplicate and the County's Inspector will review and attach his approving signature to the form on the day the work is performed.
- c) Rental and material charges shall be substantiated by valid copies of vendor's invoices.
- d) The Contractor's cost records pertaining to cost-plus work shall be open to inspection or audit by the County.

5. Failure to Agree as to Cost:

Notwithstanding the failure of the County and the Contractor to agree as to cost of the proposed change order, the Contractor, upon written order from the County, shall proceed immediately with the changed work. Daily job records shall be kept as indicated in Paragraph 4 above and, when agreed to by the Contractor and the construction inspector, it shall become the basis for payment of the changed work. Agreement and execution of the daily job record by the construction inspector shall not preclude subsequent adjustment based upon a later audit by the County.

SECTION 22. Labor

Every part of the work shall be accomplished by workers, laborers, or mechanics especially skilled in the class of work required and workmanship shall be the best.

SECTION 23. Occupancy by the County Prior to Acceptance:

The County reserves the right to occupy all or any part of the project prior to completion of the work, upon written order therefor. In such event, the Contractor will be relieved of responsibility for any injury or damage to such part as results from such occupancy and use by the County.

Such occupancy does not constitute acceptance by the County of the work or any portion thereof, nor will it relieve the Contractor of responsibility for correcting defective work or materials found at any time before the acceptance of the work as set forth in Section 26 or during the guaranty period after such acceptance, as set forth in Section 28.

DIVISION F. GENERAL CONDITIONS (Continued)

SECTION 24. Preservation and Cleaning:

- A. The Contractor shall protect and preserve the work from all damage or accident, providing any temporary roofs, window and door coverings, boxings or other construction as required by the County. This shall include any adjoining property of the County and others.
- B. The Contractor shall properly clean the work as it progresses. As directed during construction, rubbish shall be removed, and at completion the whole work shall be cleaned and all temporary construction, equipment and rubbish shall be removed from the site, all being left in a clean and proper condition satisfactory to the County.
- C. Contractor shall clean, repair, replace and restore County property marred, damaged or defaced by the contractor or his Subcontractors.

SECTION 25. Payment of Federal or State Taxes:

Any Federal, State or local tax payable on articles furnished by the Contractor, under the Contract, shall be included in the Contract price and paid by the Contractor. The County will furnish Excise Tax Exemption Certificates to the Contractor for any articles which are required to be furnished under the Contract and which are exempt from Federal Excise Tax.

SECTION 26. Acceptance:

- A. The work shall be accepted in writing only when it shall have been completed satisfactorily to the County. Partial payments shall not be construed as acceptance of any part of the work.
- B. In judging the work no allowance for deviations from the drawings and Specifications will be made, unless already approved in writing at the time and in the manner as called for heretofore.
- C. County shall be given adequate opportunity to make any necessary arrangements for fire insurance and extended coverage.
- D. Final acceptance of the Contract will not be given until all requirements of the contract documents are complete and approved by the County. This shall include, but is not limited to, all construction, guarantee forms, parts list, schedules, tests, operating instructions, and as-built drawings - all as required by the contract documents.

SECTION 27. Final Payment and Waiver to Claims:

After the official acceptance of the work by the County, the Contractor shall submit to the County, on a form acceptable to the County, a request for payment in full (i.e. release of retention) in accordance with the contract. The form, "Statement to Accompany Final Payment," shall be completed, signed by the Contractor, and submitted to the County with the invoice for release of retention.

SECTION 28. Guarantee Period:

- A. The Contractor hereby unconditionally guarantees that the work will be done in accordance with requirements of all contract documents, and further guarantees the work of the contract to be and remain free of defects in workmanship and materials for a period of one year from the date of acceptance of the contract, unless a longer guarantee period is specifically called for. The Contractor hereby agrees to repair or replace any and all work, together with any other adjacent work which may be displaced in so doing, that may prove to be not acceptable

DIVISION F. GENERAL CONDITIONS (Continued)

in its workmanship or material within the guarantee period specified, without any expense whatsoever to the County, ordinary wear and tear and unusual abuse or neglect excepted.

- B. The Contractor further agrees that within ten (10) calendar days after being notified in writing by the County of any work not in accordance with the requirements of the contract or any defects in the work, he will commence and prosecute with due diligence all work necessary to fulfill the terms of this guarantee, and to complete the work within a reasonable period of time, and in the event he fails to so comply, he does hereby authorize the County to proceed to have such work done at the Contractor's expense and he will pay the cost thereof upon demand. The County shall be entitled to all costs, including reasonable attorney's fees, necessarily incurred upon the Contractor's refusal to pay the above costs.

Notwithstanding the foregoing paragraph, in the event of an emergency constituting an immediate hazard to the health or safety of the County's employees, property, or licensees, the County may undertake, at the Contractor's expense without prior notice, all work necessary to correct such hazardous conditions when it was caused by work of the Contractor not being in accordance with the requirements of this contract.

- C. The General Contractor and each of the listed sub-contractors shall execute and furnish the County with the standard guarantee form.
- D. Contractor's obligations under this Section 28 are in addition to and not in limitation of any other obligation of Contractor under the Contract Documents. Enforcement of Contractor's express warranties and guarantees to repair contained in the Contract Documents shall be in addition to and not in limitation of any other rights or remedies the Public Agency may have under the Contract Documents or at law or in equity for defective work. Nothing contained in this Section 28 shall be construed to establish a period of limitation with respect to other obligations of Contractor under the Contract Documents. Establishment of the Guarantee Period relates only to specific obligations of Contractor to correct the Work and in no way limits either Contractor's liability for defective work or the time within which proceedings may be commenced to enforce Contractor's obligations under the Contract Documents.

SECTION 29. Wage Rates:

Pursuant to Labor Code Section 1773.2 the governing body of the Public Agency has ascertained the general prevailing rates of wages per diem for each craft, classification, or type of worker and said rates are specified in the Notice to Contractors for this work. Said rates are on file with the Public Agency and copies of said rates are available to any interested party on request. Pursuant to Labor Code Section 1773.2, said rates shall be posted at the job site.

SECTION 30. Underground Service Alert:

The Contractor shall notify Underground Service Alert (800) 642-2444, 48 hours prior to any excavation.

SECTION 31. Archaeological Materials:

If archaeological materials are uncovered during grading, trenching, or other onsite excavation, earthwork within 100 feet of these materials shall be stopped until a professional archaeologist who is certified by the Society of California Archaeology (SCA) and/or the Society of Professional Archaeology (SOPA) has had an opportunity to evaluate the significance of the "find" and suggest appropriate mitigation measures, if they are deemed necessary.

DIVISION F. GENERAL CONDITIONS (Continued)

SECTION 32. Payment of Withheld Funds:

Upon the Contractor's request, the County will make payment of funds withheld to ensure performance under this Contract if the Contractor complies with the requirements of Public Contract Code Section 22300. Contractor shall deposit in escrow with the Treasurer-Tax Collector or with a bank acceptable to the County, securities eligible for the investment of funds under Government Code Section 16430 or bank or savings and loan certificates of deposit, upon the following conditions:

- A. The Contractor shall bear the expense of the County and the escrow agent, either the County Treasurer-Tax Collector or the bank, in connection with the escrow deposit made.
- B. Securities or certificates of deposit to be placed in escrow shall be of a value at least equivalent to the amounts withheld from the Contractor pursuant to this section. Securities shall be valued by the County Treasurer-Tax Collector, whose decision shall be final.
- C. The Contractor shall enter into an escrow agreement substantially similar to the form set forth in Section 22300 of the Public Contract Code, except the form will include provisions governing inter alia any decrease in the value of securities on deposit. The form will be furnished by the County, on written request by the Contractor.
- D. The Contractor shall obtain the written consent of the surety to such agreement.
- E. If the securities are not listed as eligible under Government Code Section 16430, Contractor shall have obtained approval of the securities by the County Treasurer-Tax Collector before bid opening.

SECTION 33. Disputes:

Disagreements between the County and Contractor concerning the meaning, requirements, or performance of this contract shall be subject to final determination in writing by the Capital Projects Division Manager, County Public Works Department, or in accordance with the applicable procedures (if any) required by the State or Federal Government.

SECTION 34. Claims by Contractor:

Pursuant to Public Contract Code Section 20104(a), all claims by Contractor of \$375,000 or less are subject to Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3 of the Public Contract Code, which is incorporated into the contract and which provides as follows:

ARTICLE 1.5

Resolution of Construction Claims

§20104. (a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b)(1) "Public work" has the same meaning as in Sections 3100 and 3106 of the Civil Code, except that "public work" does not include any work or improvement contracted for by the state or the Regents of the University of California.

DIVISION F. GENERAL CONDITIONS (Continued)

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

§20104.2. For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b)(1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

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

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c)(1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

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

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

DIVISION F. GENERAL CONDITIONS (Continued)

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

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

§20104.4. The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b)(1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

§20104.6. (a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

DIVISION F. GENERAL CONDITIONS (Continued)

SECTION 35. Submitting False Claims: Monetary Penalties

Any person who commits any of the following acts shall be liable to the County for three times the amount of damages which the County sustains because of the act of that person. A person who commits any of the following acts shall also be liable to the County for the costs of a civil action brought to recover any of those penalties or damages, and may be liable to the County for a civil penalty of not less than \$5,000 and not more than \$10,000 for each false claim; (a) Knowingly presents or causes to be presented to an officer or employee of the County a false claim for payment or approval. (b) Knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the County. (c) Conspires to defraud the County by getting a false claim allowed or paid by the County. (d) Knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the County. (e) Is a beneficiary of an inadvertent submission of a false claim to the County, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the County within a reasonable time after discovery of the false claim. Liability under this section shall be joint and several for any act committed by two or more persons.

SECTION 36. Toxic and Hazardous Materials and Waste

A. Asbestos: Operations which may cause release of asbestos fibers into the atmosphere shall meet the requirements of CAC Title 8, General Industrial Safety Orders, Section 5208. Some operations which may cause such concentrations include sanding, grinding, abrasive blasting, sawing, drilling, shoveling, or otherwise handling materials containing asbestos so that dust will be raised. Such materials can include resilient flooring, existing gypsum wallboard, asbestos-cement board, spray-on fiber-proofing for steel, cement plaster, asbestos pipe insulation and acoustical sprays, tiles and boards.

B. Toxic Materials:

Operations which release toxic materials into the atmosphere shall meet the requirements of CAC Title 8, General Industrial Safety Orders. Some operations which may release such materials include use of adhesives, sealants, paint and other coatings.

C. Lead based paint: Do not use lead based paint. Lead based paint is defined as:

1. Any paint containing more than five-tenths of one per centum lead by weight (calculated as lead metal in the total non-volatile content of the paint) or the equivalent measure of lead in the dried film of paint applied or both; or
2. For paint manufactured after June 22, 1977, any paint containing more than six one-hundredths of one per centum lead by weight (calculated as lead metal) in the total content of the paint or the equivalent measure of lead in the dried film or paint already applied.

D. Hauling and disposal: Meet requirements of CAC Title 22, Division 4, Chapter 30, "Minimum Standards for Management of Hazardous and Extremely Hazardous Wastes."

E. Asbestos Prohibited: No products or materials containing asbestos shall be incorporated into the work without the prior written approval of the County.

SECTION 37. Equal Employment Opportunity:

To the extent prohibited by law, the contractor agrees not to discriminate against any employee, subcontractor or applicant for employment on the basis of race, color, religion, religious creed,

DIVISION F. GENERAL CONDITIONS (Continued)

national origin, ancestry, sex, age, physical handicap, medical condition, or marital status, and agrees to comply with all laws, rules and regulations relating to equal employment opportunity. The Contractor further agrees to include language in all subcontracts requiring the subcontractors to the extent prohibited by law, not to discriminate against any employee, subcontractor or applicant for employment on the basis of race, color, religion, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition, or marital status, and to comply with all laws, rules and regulations relating to equal employment opportunity.

GUARANTEE

We hereby guarantee to the County of Contra Costa the

(Type of Work)

which we have installed at _____
(Address)

_____, California, for _____ year(s) use from date of acceptance of contract by the Board of Supervisors. We agree to repair or replace to the satisfaction of the Public Agency any or all such work that may prove defective in workmanship or materials within that period, ordinary wear and tear and unusual abuse or neglect excepted, together with any other work which may be damaged or displaced in so doing. If we fail to comply with the above mentioned conditions after being notified in writing, pursuant to Section 28 in the General Conditions of the Contract, we, collectively and separately, do hereby authorize the owner to proceed to have the defects repaired and made good at our expense and we will pay the costs and charges therefore immediately upon demand. This guarantee covers and includes any special terms, including time periods, specified for this work or materials in the plans and specifications for this project.

Section 28 in the General Conditions of the Contract fully applies to this Guarantee.

SUBCONTRACTOR

Date: _____ Affix Corporate Seal)

GENERAL CONTRACTOR

Date: _____ Affix Corporate Seal)

NOTE: If the firm is not a corporation, add a paragraph stating the type of business organization and the capacity and authority of the person signing the guarantee.

STATEMENT TO ACCOMPANY
FINAL PAYMENT

To: Contra Costa County
County Administration Building
Martinez, CA 94553

Re: Final Payment

Project

Dear Sir:

The undersigned Contractor represents and agrees that the final payment includes all claims and demands, of whatever nature, which he/she has or may have against the County of Contra Costa in connection with the contract to construct the project designated above, and that final payment by Contra Costa County shall discharge and release it from any and all claims.

The undersigned hereby certifies that all work, labor, and materials on this project have been furnished and purchased in full compliance with the contract and with all applicable laws and regulations.

The undersigned hereby agrees that the final contract sum shown below is true and correct:

Original Contract Price	\$ _____
Net Change by Change Orders	\$ _____
Less Forfeited Withheld Amounts	\$ _____
Less Liquidated Damages	(\$ _____)
FINAL CONTRACT PRICE	\$ _____

The undersigned states that his claim for final payment is true and correct, that no part has been theretofore paid, and that the amount therein is justly due.

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

Dated _____, at (City) _____, California.

DIVISION G SUPPLEMENTARY GENERAL CONDITIONS

1. The following supplements shall modify, delete, and/or add to Division F, General Conditions. Where any section, article, paragraph, or subparagraph in the General Conditions is supplemented by one of the following paragraphs, the provisions of such section, article, paragraph, or subparagraph shall remain in effect and the supplemental provisions shall be considered as added thereto. Where any section, article, paragraph, or subparagraph in the General Conditions is amended, voided, or superseded by and of the following paragraphs, the provisions of such section, article, paragraph, or subparagraph not so amended, voided, or superseded shall remain in effect.

2. Section 1, "Definitions"- Add the following:

"Final Acceptance (Acceptance)" - Acceptance is when the Public Agency determines all of the contract requirements have been completed and the County Board of Supervisors acts to accept the contract as complete. Notification of acceptance by the County Board of Supervisors will be sent to the Contractor. Upon acceptance, the Contractor will be relieved of the duty of maintaining and protecting the work. After acceptance of the work the County will initiate final settlement and payment. Acceptance is the point at which guarantees and warranties begin.

Final Completion - Final completion is that point in the contract as determined by the County through a final inspection that the Contractor has completed all physical work and is ready to prepare for final close-out and acceptance.

Regular (or Normal) Business Hours - Monday through Friday from 7:00 AM until 5:00 PM.

Requests for Information - The form and procedure established for communication between the Contractor and Architect to clarify or interpret conflicts, omissions, or errors in the contract documents or discover conflicts, omissions or errors in these documents. Requests for Information shall be written, using an approved form.

Submittals - The term "submittals" shall include shop drawings, calculations, samples, schedules, procedures, manufacturer's brochures, pamphlets, catalog cuts, color charts, or other descriptive data, clearly defining the article, material, equipment or device proposed for use in the work.

Substantial Completion - Substantial completion is when the County determines the contract work can be used for its intended purpose. The Contractor will be so notified when the work is substantially complete. Substantial completion does not constitute final completion or acceptance of the work. Remaining omissions and defects must be completed prior to final completion and acceptance."

3. Section 7. Time of Work and Damages - Add the following:

"G. Where Contractor is prevented from completing any part of the Work within the Completion Time due to delay beyond the control of both the County and the Contractor, a non-compensable extension of the Completion Time in an amount equal to the actual time lost due to such delay shall be the Contractor's sole and exclusive remedy for such delay.

H. County shall not be liable to Contractor, any subContractor, any supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages or extra costs of any type arising out of or resulting from (i) delays caused by

or within the control of Contractor, or (ii) delays beyond the control of both the County and the Contractor including but not limited to: fires; floods; epidemics; unseasonable, inclement weather conditions, as defined below; earthquakes and acts of God; or acts or neglect by utilities, by other Public Agencies, or by other Contractors performing work as contemplated by Section 11.

4. Section 9. Temporary Utilities and Facilities - Delete Paragraphs A through F. Replace with the following:

- “A. Electric power and water will be available at the site for use by the Contractor for work on this project at no cost to the Contractor. Installation of approved temporary connections to said utilities shall be provided by the Contractor, and same shall be removed at completion of work. The County does not guarantee that the existing electrical and water services are sufficient for the Contractor to perform the work.
- B. Contractor's forces may use the restrooms at the facility and shall leave them in a clean and orderly conditions.”

5. Section 10. Permits - Add the following:

- A. Building Permits shall be obtained from the respective city building inspection department. Fire permits shall be obtained from Contra Costa County Fire Protection District. The Contractor shall also make an application and obtain permits from the Bay Area Air Quality Management District.
- B. Building inspection agencies, whether state, county or city, are separate entities from the public agency referred to in the Contract and elsewhere in the bid documents. The Contractor shall assume no special consideration will be given by the building inspection agency having jurisdiction simply because the Contract is with a public agency.
- C. Contractor shall be responsible for determining all inspection requirements of any building inspection, utility, fire district or other permitting agency having jurisdiction over the work and shall include in the progress schedule required by Division F General Conditions, Section 8 "Progress Schedule", time periods for activities including, but not limited to: inspections by building inspection departments and fire districts, elevator inspections, boiler inspections, balancing of mechanical systems, and any inspections required to obtain permanent utilities including but not limited to water, gas, and electricity.
- D. The Contractor is not required to pay any charges associated with permits except for re-inspection charges or for encroachment permits for work performed in public right of ways.

6. Section 11. Conduct of Work – Add the following:

- “O. Parts of the adjoining areas shall remain occupied and in operation throughout the construction period. Contractor shall isolate the area of work from the rest of the building and protect existing furniture/property in the area of work. Contractor and its forces shall keep building entrances clear during construction activities and do nothing that would inhibit the normal use of the facility functions.
- P. HVAC, water, electrical, telephone, and other utility service to the occupied portions of the building shall not be interrupted without prior approval by the Public Agency. All work under this contract shall be conducted to cause the least nuisance possible. Contain dust within the work area.

- Q. Do not use noise-making equipment or conduct noise-making activities during regular business hours. Noise-making tools or equipment are those that have an acoustical output level that exceeds 70 dba at 50 feet (the approximate level of a vacuum cleaner). Noise-making activities include the following: saw cutting, jack hammering, or core drilling of, or fastening to, concrete or masonry; demolition; use of pneumatic equipment; shouting; and use of radios or other entertainment devices.
 - R. There is no staging area other than the area of work itself within the building. Keep the work area and adjacent public exit ways free of hazardous and unsanitary conditions and public nuisances. Keep public property, walks, and streets free of damage and debris due to this work. The existing elevators and stairs shall not be used for transporting or delivering material, equipment, or tools other than hand-tools during regular business hours.
 - S. The Contractor may use the existing public parking facilities as available in the area.
 - T. The Contractor shall be provided keys to parts of the building for the sole purpose of accessing the facility for construction purposes. Keys shall not be duplicated. Keys shall be returned to the County after Final Acceptance.
 - U. Work which may interrupt the daily routine of the building's staff shall be scheduled to be done during non-regular business hours.
 - V. Overtime, multiple shift, weekend and holiday work may be required to complete the work within the allotted time on this calendar day contract. If it becomes necessary to perform any work after regular working hours, on Saturdays, Sundays, or legal holidays in order to bring the Contractor's work into conformance with the Contractor's Work Plan or Progress Schedule due to delays for which the Contractor is responsible, the overtime, weekend, or holiday work shall be performed by the Contractor at no additional cost to the Owner."
7. Section 16, "Clarifications and Additional Instruction" - Add the following after the first subparagraph in paragraph A:
- "Written notification and request for interpretation shall take the form of a Request for Information (RFI), using an approved RFI form. The Contractor shall allow ten calendar days from date of receipt by Architect, not including legal holidays, as a minimum for response time to an RFI. County shall backcharge the Contractor for all time and expenses associated with reviewing and responding to unnecessary RFI's. Unnecessary RFI's are defined as those not relating to actual conflicts, omissions, or errors in the Contract Documents."
8. Section 19, "Shop Drawings, Descriptive Data, Samples, Alternatives" - Add the following paragraphs:
- "G. The Contractor shall allow 14 calendar days from date of receipt by Architect, not including legal holidays, as a minimum for response time to a submittal.
- H. County shall backcharge the Contractor for all time and expenses associated with reviewing and responding to incomplete or inaccurate submittals. Incomplete or inaccurate submittals are defined as those requiring more than a single resubmittal."
9. Section 21, "Change Orders" - Add the following paragraphs after the second paragraph:

“The Contractor shall identify on his request for change order any adjustment in contract cost or time which is directly attributable to the changed work. The Contractor's request for a change in time shall be supported by a detailed schedule analysis indicating the project activities which have been affected and the additional time being requested. For a change in the work, the Contractor shall be entitled only to such adjustments in time by which the contract completion date is delayed due to the performance of the changed work. Each request for change order submitted by the Contractor shall state amount of the extra time the Contractor considers should be allowed for making the requested change. Failure to request extra time when submitting such request for change order shall constitute waiver of the right to subsequently claim adjustment in time for final completion based upon such changed work.

When submitting requests for change order, the Contractor shall execute and attach the following approved form:

‘I, _____, being the _____ (must be an officer) of _____ (General Contractor), declare under penalty of perjury under the laws of the state of California, and do personally certify and attest that: I have thoroughly reviewed the attached claim for additional compensation and/or extension of time, and know its contents, and said claim is made in good faith; the supporting data is truthful and accurate; the amount requested accurately reflects the contract adjustment for which the general Contractor believes the public agency is liable; and, further, that I am familiar with California Penal Code Section 72 and California Government Code Section 12650, et seq., pertaining to false claims, and further know and understand that submission or certification of a false claim may lead to fines, imprisonment, and/or other severe legal consequences.

By (signature): _____ Date: _____

Add the following paragraphs regarding Direct Costs for Labor:

Employer-paid payroll taxes and insurance costs cannot be included in the basic hourly wage rate or credited toward prevailing wage fringe benefit obligations. These costs are considered contractor overhead.

Included: Basic wages, health insurance, pensions, paid leave.

Excluded: FICA, FUTA/SUTA, Workers’ Compensation, General Liability Insurance.

Employer-paid taxes and insurance are not wages or fringe benefits and cannot be credited toward prevailing wage obligations.

Add the following paragraphs after the third paragraph, under Item A:

“All lump sum change orders are to be broken down by labor and materials and by product cost and by individual labor rates. Allowable mark-ups are as follows:

1. For work performed by the General Contractor an amount equal to the direct cost (as defined herein) of the work plus 15% of the direct costs for overhead and profit.
2. For work performed by a sub-contractor an amount equal to the direct costs (as defined herein) of the work plus 20% of the direct costs for overhead and profit. (Suggested breakdown: 15% to the sub-contractor, 5% to General Contractor.)

3. For work performed by a sub-sub-contractor an amount equal to the direct costs (as defined herein) of the work plus 25% of the direct costs for overhead and profit. (Suggested breakdown: 15% to sub-sub-contractor, 5% to sub-contractor, 5% to General Contractor.)
4. In no case will the total mark-up be greater than 25% of the direct costs notwithstanding the number of contract tiers actually existing.
5. For deleted work the mark-up shall be 10% of the direct costs or the agreed upon estimate thereof.
6. Overhead costs / mark-ups are to include all project supervision and administrative expenses.”

10. Section 33, “Disputes” - Add the following paragraphs:

“Contractor and Public Agency shall make good faith attempts to resolve any and all disputes that may from time to time arise during the performance of the work covered by this contract. If the Contractor considers any work demanded of him to be outside the requirements of the contract, or if he considers any instruction, meaning, requirement, ruling, or decision of the Public Agency or Architect to be unauthorized, he shall within seven calendar days after such demand is made, or instruction is given, file a written protest with the Public Agency stating clearly and in detail his objections, and reasons therefore. The Contractor shall promptly comply with the work demanded of him even though a written protest has been filed. If a written protest is not issued within seven calendar days, the Contractor shall waive his right of further claims on the specific issue.

The County Capital Projects Division Manager will review the Contractor's written protest and provide a decision. If after receiving the decision the Contractor still considers the work demanded of him to be outside the requirements of the contract, he shall, within ten calendar days after receiving the County Capital Projects Division Manager's decision, notify the Public Agency in writing that a claim will be filed. Within 30 calendar days of receiving the County Capital Projects Division Manager's decision, the Contractor shall submit his claim and all arguments, justification, cost or estimates, schedule analysis, and detailed documentation supporting his position.

If notice is not given within the seven calendar days referenced above, the Contractor shall be deemed to have concurred with the County Capital Projects Division Manager’s decision and no further protest or claim will be considered with respect to that issue. No claim, arguments, justification, cost estimates, schedule analysis or documentation in support of the Contractor's position will be accepted after the 30 days referenced above.”

11. Add the following new Sections:

“Section 37. Provision of Contract Documents:

Upon the completion of work and prior to final payment, the Contractor is to provide (3) full size hard copy sets of as-built drawings, and digital as-builts in PDF and CAD format.”

“Section 38. Modifications to Forms, Schedules, and Documentation:

The County may require the Contractor, at no additional cost to the County, to modify and resubmit the forms, schedules, or documentation required of the Contractor by the Contract Documents, if in the County’s sole opinion such modifications are necessary for the County to better comprehend the forms, schedules, or documentation submitted by the Contractor.”

“Section 41. Additional Project Requirements:

- A. Prior to the start of any work and before the first invoice, the Contractor is to provide a Schedule of Values broken down by scope and phase in a format and with detail acceptable to the Owner. Any scope line item greater than \$50,000 is to be further broken down by labor and materials, or as requested by the Owner.
- B. Contractors monthly invoices shall include conditional lien waivers from the Contractor and ALL subcontractors and vendors that are billing for the month. Unconditional lien waivers from the Contractor and ALL subcontractors and vendors shall accompany the next sequential invoice for the previous months invoice & payment. Monthly subcontractor and vendor invoices shall be provided upon request from the Owner. The Owner reserves the right to request any additional back-up to support the monthly invoice and any other Contractor requests for payment. If stored materials are approved, back-up including but not limited to proof of insurance, Bill of Sale, proof of bonded warehouse where materials are stored, photo documentation of stored materials, invoices to support stored material costs, and possible inspection by the Owners Representative will be required.
- C. Hot Work permits and fire watch will be required for any work that has the potential to create a fire such as cutting, grinding, welding, brazing or soldering. Permits for this work will be required to be submitted a minimum of 72-hours in advance of the actual work and updated weekly.
- D. Any reference on the drawings to “By Others” shall be deleted. Contractor is to furnish and install complete systems in all instances.”
- E. The following clarifies Section 5.E. of Division F as it relates to Builders Risk Insurance. “The Contractor is to provide a Builders Risk Insurance Policy for the duration of the work, based upon the cost of the project.”
- F. Contractor shall provide submittals for ALL installed equipment, materials and products, no exceptions.
- G. County owned PMIS software Kahua will be utilized on this project. See the following sub-section H below for details.
- H. Kahua Integration Manual

1. GENERAL PROJECT MANAGEMENT OBJECTIVES

- **Mandatory Use:** The contractor shall utilize the County’s web-based Project Management Information System (PMIS), Kahua, for the submission, tracking, and management of all project documentation, communication, and reporting.
- **System of Record:** Kahua shall be legally recognized as the Official Record of the Work. In the event of a discrepancy between the Contractor’s internal systems and Kahua, the data contained within Kahua shall govern.
- **Dual Entry & Integration:** The Contractor may maintain its own internal software systems (e.g., Procore, CMiC, etc.) at its own discretion. However, this does not relieve the Contractor of the obligation to populate Kahua. If a separate system is used, the Contractor is strictly responsible for the manual or automated transfer of data into Kahua concurrently with the creation of the record. All costs associated with dual entry, API integrations, or administrative time are the sole responsibility of the Contractor and shall be considered included in the Contractor’s overhead.

- Contract Responsibilities: Use of this project management software will not replace or change any contractual responsibilities of the Contractor.

2. SOFTWARE AND HARDWARE REQUIREMENTS

- Device Requirements: The Contractor is required to provide computer hardware and software that meet the requirements of Kahua. This includes a workstation, laptop, or tablet for each major team member which includes Project Manager, Project Superintendent and Project Engineer.
- Connectivity: The Contractor shall have Internet access through an Internet service provider of its choice. A reliable connection to the Internet is required for the duration of the project.
- Photo Documentation: The Contractor is required to furnish and use a digital camera (or mobile device with camera capabilities) to photo-document job progress and upload the associated images on a regular basis to the Kahua app.

3. SYSTEM MANAGEMENT AND LICENSES

- Licenses: The County will provide the Contractor with the required number of Kahua user licenses to use the existing project database for the duration of the project. These licenses will permit access only to this project, in accordance with permission levels configured by the County's Kahua administrator.
- Additional Costs: The Contractor may purchase their own Kahua software for internal use, but only the hardware and internet access required to access the County's system are strictly required. All costs associated with computer hardware, internet service, and additional licenses beyond those provided by the County are the responsibility of the Contractor.
- User Accounts: The County will administer the Kahua user accounts. The Contractor must provide the names, positions, and email addresses of all users immediately upon receipt of the Notice to Proceed.

4. COMMUNICATION PROCESS AND WORKFLOWS

- Digital Workflows: Most project communication will take place in the Kahua system by creating and distributing documents directly within the system. Most documents requiring formal signatures will be executed through Kahua.
- Submittal Log: The official submittal log will be maintained within Kahua. The Contractor will use Kahua to transmit submittals using bookmarked PDF files.
- Required Modules: The Contractor is required to utilize modules including but not limited to: Messaging, Architect's Supplemental Instructions (ASIs), Progress Payments, Change Requests, Change Orders, Construction Change Directives (CCDs), Punch Lists, Requests for Information (RFI), Daily Reports, Expenses, etc.
- RFIs: The Architect (and their Subconsultants) can respond to RFIs completely within Kahua without creating a hard copy.
- Hard Copies: Support documentation available only in hard copy format must be scanned into an electronic file and attached to the relevant document in Kahua."

5. EXECUTION AND TRAINING

- Training Provision: The County will provide initial Kahua training for up to 3 Contractor staff members.
- Mandatory Attendance: The Contractor's Project Manager and Project Coordinator are required to attend these training sessions.
- Training Costs: While the training session is provided by the County, all costs associated with the Contractor's staff time and attendance shall be borne solely by the Contractor.
- Staffing: The Contractor shall provide an adequate number of users to properly manage the project in accordance with the Project Timetable. The Contractor shall ensure that all major team members on this project have Internet access and valid email addresses available during the duration of this project."

END OF SUPPLEMENTARY CONDITIONS