



County Of Siskiyou

Request for Proposals (RFP) RFP # 24-107010-07 – Facilities Management

For

Government Center IT Upgrades

311 4th St.

Proposals shall be mailed or delivered to:

Amanda Kimball

Facilities Management

1312 Fairlane Road Suite 4

Yreka, CA 96097

Proposals Due by:

July 11, 2025

3:00 PM

County of Siskiyou
Request for Proposals
Government Center IT Upgrades

Proposed Timeline

Date	Activity
06/09/2025	Release of Request for Proposals (RFP)
06/24/2025	Non-Mandatory Pre-Bid Walk Through. Starting at 3114 th St, Yreka CA at 10:00 A.M.
06/30/2025	Deadline to Submit Questions
07/11/2025	Submission of Proposals due by 3:00 PM
07/12/2025-08/12/2025	Review of Proposals
Within 30 days after Review	Notification of Final Selection
TBD	Contract Processed and Board of Supervisor Approval
TBD	Project Start Date

TABLE OF CONTENTS

<u>TITLE</u>	<u>SECTION</u>
NOTICE INVITING BIDS	1000
INSTRUCTIONS TO BIDDERS	2000
BID	3000
NOTICE OF AWARD	4000
NOTICE TO PROCEED	4200
PERFORMANCE BOND	5000
PAYMENT BOND.....	5100
CONTRACTOR’S APPLICATION FOR PAYMENT.....	5200
CERTIFICATE OF SUBSTANTIAL COMPLETION.....	5300
GENERAL PROVISIONS	6000
WORK CHANGE DIRECTIVE	7000
CHANGE ORDER	7100
SPECIAL PROVISIONS.....	8000
ENGINEER’S SUPPLEMENTARY CONDITIONS.....	9000

ATTACHMENTS

- A Public Works Contract
- B Permits

TECHNICAL SPECIFICATIONS

DIVISION 26 – ELECTRICAL

- 260529 Hangers and Supports
- 260533 Raceways and Boxes
- 260560 Penetration Firestopping (Electrical)

DIVISION 27 – COMMUNICATIONS

- 270526 Grounding and Bonding for Communications Systems
- 270528 Pathways for Communications Systems
- 270553 Identification for Communications Systems
- 271300 Communications Backbone Cabling
- 271513 Communications Copper Horizontal Cabling

DRAWINGS

Sheet Numbers 1 through 5 dated April 16, 2025 – Bound Separately

NOTICE INVITING BIDS

Separate sealed Bids for the construction of the Government Center IT Upgrades Project will be received by the County of Siskiyou at 1312 Fairlane Road, Suite 4, Yreka, CA until 3:00 p.m. local time on July 11th, 2025, at which time the Bids will be publicly opened and read aloud. The Project consists of demolition of the existing data cabling at the entire facility, refeeding devices with new cabling and support, and installation of a new fiber optic feed from the Government Center IT Room to the existing jail. The Siskiyou County Government Center is located at 311 4th Street, Yreka, CA.

Engineer's Construction Cost Estimate is \$300,000.00 to \$350,000.00.

Bids will be received for a single prime contract. Bids will be on a lump-sum/unit-price basis. All bids shall be evaluated on the basis of the Base Bid amount.

A non-mandatory, pre-bid job site visit will take place on June 24, 2025, starting at 10:00a.m. at 311 4th Street, Yreka, CA.

The Issuing Office for the Bidding Documents is the County of Siskiyou Department of Facilities Management, 1312 Fairlane Road, Suite 4, Yreka CA, 96097. Prospective bidders may examine the Bidding Documents at the Issuing Office during normal business hours. Questions regarding the Bidding Documents shall be directed to Amanda Kimball at (530) 842-8800 or akimball2@co.siskiyou.ca.us. Each Bid must be in accordance with the Contract Documents, drawings, and specifications.

The County of Siskiyou (Owner) is using their website, <https://www.siskiyoucounty.gov/rfps>, to advertise these Bidding Documents. This is the only internet website for prospective bidders to obtain official project information and Bidding Documents for this project.

****DISCLAIMER REGARDING BID DOCUMENTS****

Electronic Bidding Documents are provided electronically and free of charge. It is the responsibility of each prospective bidder to verify the completeness of their printed Bidding Documents before submitting their bid and accompanying executed addenda acknowledgment forms. Users are cautioned that the Owner does not assume any liability or responsibility based on any defective or incomplete copying, excerpting, scanning, faxing, downloading or printing of the Bidding Documents. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective subcontractors and suppliers.

Be advised that the information contained on CIPLIST.com may change without notice to prospective bidders. It is the responsibility of each prospective bidder to check CIPLIST.com on a daily basis through the close of bids for any applicable addenda or updates.

The Contract Documents include all items listed in the Contract. The document referred to as the "Standard Specifications" is the separately bound Standard Specifications for Public Works

Construction, commonly called the "Greenbook." The entire Part 1 - General Provisions of the Standard Specifications as modified by the Special Provisions are part of the Contract Documents. Portions of Parts 2 through 8 of the Standard Specifications shall be included as part of these Contract Documents when referenced.

Each Bid shall be made in accordance with the Specifications and Bid requirements thereof, and no bid will be received unless it is made on Bid forms included in the Contract Documents. Each bid must be accompanied by cashier's check or Bidder's Bond made payable to County of Siskiyou for an amount equal to at least ten percent (10%) of the total amount of the Bid as a guarantee that the Contractor will execute the Contract in conformance with the Bid and the Specifications. Such guarantee shall be forfeited should the bidder to whom the Contract is awarded fail to enter into the Contract.

Prospective Bidders shall be licensed Contractors in the State of California and shall be skilled and regularly engaged in the general class or type of work called for under the Contract. Each Bidder shall have a Class C-7 California Contractor's license in accordance with the provisions of Section 3300 of the California Public Contract Code.

No Contractor or subcontractor may be listed on a Bid for a public works project 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).

WAGE RATE REQUIREMENTS

The State of California includes the general prevailing wage rate of per diem wages, holidays, and over-time work for each craft, classification, or type of workman needed to execute the Contract are established by the State of California, Department of Industrial Relations. State Prevailing Wage Rates can be obtained from www.dir.ca.gov/DLSR/PWD/. The Wage Decision, including modification, must be posted by the Contractor on the job site.

The Owner reserves the right to accept or reject any and/or all Bids and to make that award which is in the best interest of the Owner.

INSTRUCTIONS TO BIDDERS

1. BID FORMAT

Each Bid must be submitted in a sealed envelope, addressed to the Owner at the office where bids will be received as stated in the Notice Inviting Bids. Each sealed envelope containing a Bid must be plainly marked on the outside as BID FOR SISKIYOU COUNTY GOVERNMENT CENTER IT UPGRADES PROJECT, and the envelope should bear on the outside the name of the Bidder and its address.

All Bids shall be made on the required Bid form(s). All blank spaces for Bid prices shall be filled in, in ink or typewritten, and the Bid form(s) shall be fully completed and executed when submitted. Any corrections to entries made on Bid form(s) shall be initialed in ink by the person signing the Bid. In case of discrepancy between unit prices and total shown in the Bid, unit prices shall prevail. Only one copy of the Bid form(s) is required unless otherwise specified. Additional sheets required to fully respond to requested information are permissible. All items listed on the Bidder's Checklist shall be included to constitute a complete Bid.

The Owner may waive any informalities or minor defects or reject any and all Bids. Any Bid may be withdrawn either personally or by written request prior to the above-scheduled time for the opening of Bids or authorized postponement thereof. Modifications to Bids already submitted will be allowed if received in writing prior to the time fixed in the Notice Inviting Bids for opening of Bids. Any Bid received after the time and date specified shall not be considered.

2. BIDDER'S UNDERSTANDING

Bidders must satisfy themselves as to the accuracy of the estimated quantities in the Bid Schedule by examination of the site and a review of the Contract Documents. If the Bidder determines any errors or inaccuracies in the Contract Documents, the Bidder shall immediately notify the Engineer. After Bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

Each Bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract Documents. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation with respect to its Bid.

The Contract Documents contain the provisions required for the construction of the Project. Information obtained from an officer, agent, or employee of the Owner or the Engineer or any other person shall not affect the risks or obligations assumed by the Contractor or relieve them from fulfilling any of the conditions of the Contract.

All information or responses of a Bidder in its Bid and other documents accompanying the Bid shall be complete, accurate and true. Incomplete, inaccurate, or untrue responses or information provided therein by a Bidder shall be grounds for the Owner to reject such Bidder's Bid, in the Owner's sole discretion, for nonresponsiveness.

3. BID GUARANTEE

Each Bid must be accompanied by a Bid Guarantee, consisting of a Bid Bond payable to the Owner. The Bid Guarantee shall be in the amount of ten percent (10%) of the total amount of the Bid. As soon as the Bid prices have been compared, the Owner will, upon written request, return the Bid Guarantees of all except the three lowest responsible Bidders. When the Contract is executed, the Bid Guarantees of the two remaining unsuccessful Bidders will be returned, upon written request. The Bid Guarantee of the successful Bidder will be retained until the Payment Bond and the Performance Bond have been executed and approved, after which it will be returned. Unless specifically requested by Bidders in writing, Bid Bonds will not be returned, but will be considered void and will be destroyed when Bid Guarantees would have otherwise been returned. A Bidder's Bond will be accepted only if it is made out on either the Bidder's Bond form enclosed in these Documents or on a form that conforms to it. The bonds must be executed by a duly licensed surety company which is listed in the latest circular 570 of the United States Treasury Department as being acceptable as a surety on federal bonds.

A Performance Bond and a Payment Bond, each in the amount of 100% of the total contract amount as stipulated in the General Provisions, will be required for the faithful performance of the Contract. The Performance Bond shall remain in effect until the end of all warranty periods set forth in the Contract Documents.

Attorneys-in-fact who sign Bid Bonds or Payment Bonds and Performance Bonds must file with each Bond a certified and effective dated copy of their power of attorney.

4. EVALUATION OF BIDS

Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.

Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.

If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.

Evaluation of Bids:

1. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid or prior to the Notice of Award.
2. Award will be made to the lowest overall Bidder based on the Base Bid amount, subject to satisfaction of the conditions described above.

In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

5. AWARD OF CONTRACT

No Bidder may withdraw a Bid within sixty (60) days after the actual date of the opening thereof. Should there be reasons why the Contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Owner and the Bidder.

The party to whom the Contract is awarded will be required to execute the Contract and obtain the Performance Bond, Payment Bond, and insurance certificates as specified in the Contract Documents within fifteen (15) calendar days from the date when Notice of Award is delivered to the Bidder. The Notice of Award shall be accompanied by the necessary Contract and Bond forms. In case of failure of the Bidder to execute the Contract, the Owner may, at its option, consider the Bidder in default, in which case the Bid Guarantee accompanying the Bid shall become the property of the Owner.

The Owner, within ten (10) calendar days of receipt of acceptable Performance Bond, Payment Bond, Contract signed by the party to whom the Contract was awarded, and insurance certificates, shall sign the Contract and return to such party an executed duplicate of the Contract. Should the Owner not execute the Contract within such period, the Bidder may by written notice withdraw their signed Contract. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.

The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract.

The Owner may make such investigations as he deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

Award will be made to the lowest responsible Bidder submitting a responsive Bid.

If, at the time this Contract is to be awarded, the total of the lowest responsive Bid exceeds the funds then estimated by the Owner as available, the Owner may reject all bids or take such other action as best serves the Owner's interests.

6. LIST OF SUBCONTRACTORS AND REGISTRATION

As stipulated in the General Provisions, Section 1-6.2, each Bidder shall submit with their Bid a list showing the name, address, and type of work to be performed by each subcontractor who will be employed by the Contractor in performance of the work in the amount of more than one-half of one percent of the total Contract amount("Subcontractors List"). If the Bidder fails to specify a subcontractor for any portion of the work to be performed under the Contract, the Bidder agrees to perform that portion of the work itself.

An inadvertent error in listing the California contractor license number on the Subcontractors List shall not be grounds for filing a Bid protest or grounds for considering the Bid nonresponsive if the correct contractor's license number is submitted to the Owner within 24 hours after the bid opening and the corrected number corresponds with the submitted name and location for that subcontractor.

No Contractor or subcontractor may be listed on a Bid for a public works project 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). The subcontractor's registration must remain active throughout the term of the Contract.

An inadvertent error listing an unregistered subcontractor shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive provided that any of the following apply:

1. The subcontractor is registered prior to the bid opening.
2. The subcontractor is registered and has paid the penalty registration fee within 24 hours after the bid opening.
3. The subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.

7. ADDENDA AND EXPLANATIONS TO BIDDERS

Any explanation regarding the meaning or interpretation of Drawings, Specifications, or other Contract Documents must be requested in writing, with sufficient allowance of time for receipt of reply before the time set for opening of Bids. Any such explanations or interpretations shall be made in the form of Addenda to the Documents and shall be furnished to all Bidders, who shall acknowledge receipt of all Addenda in their Bid. Oral explanations and interpretations shall not be binding.

Prior to Bidding, the request for Engineer's clarification of materials and equipment considered "or equal" must be received by the Engineer at least fifteen (15) days prior to the date for receipt of Bids. Requests for Engineer's clarification received after this date may not be reviewed.

8. LICENSING REQUIREMENTS FOR BIDDERS/CONTRACTORS

All Bidders, including General Contractors and specialty Contractors, shall hold such licenses as may be required by the laws of the State of California for the performance of the work specified in the Contract Documents. The Prime Contractor shall hold a Class C-7 license.

9. TAXES AND OTHER FEES

The prices submitted in the Bid shall include all sales taxes, other taxes, and applicable fees.

BID

Bid of _____ (hereinafter called "Bidder"), organized and existing under the laws of the State of California, doing business as _____ (Insert "a corporation," "a partnership," or "an individual" as applicable) to the County of Siskiyou (hereinafter called "Owner").

Bidder hereby proposes to perform all work for the construction of the Government Center IT Upgrades Project in strict accordance with the Contract Documents, within the time set forth therein, and at the prices stated below.

By submission of this Bid, each Bidder certifies; and in the case of a Joint Bid, each party thereto certifies as to its own organization that its Bid has been arrived at independently without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

Bidder acknowledges receipt of the following Addenda:

Addendum No.	Addendum Date

The documents listed in the Bidder's Checklist are submitted with and made a condition of this Bid:

BIDDER'S CHECKLIST

Item	Checked
A. Bid	
B. Information Required of Bidder	
C. List of Subcontractors	
D. Bid Bond or Other Bid Guarantee	
E. Non-Collusion Affidavit	
F. Drug-Free Workplace Certification	
G. Contractor's Certification Regarding Workers' Compensation Insurance	

H. Wage Requirements	
I. Executive Order N-6-22 Economic Sanctions Certification	
J. Power of Attorney (only if applicable, form not included)	
K. Authority to Sign Bid (only if applicable, form not included)	

Bidder acknowledges that each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

Bidder will perform the following Work in accordance with the Contract Documents at the indicated prices:

BASIS OF BID					
BID ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL COST
1	Demolition	1	LS		\$
2	New data cabling, devices, and supports	1	LS		\$
3	New fiber	1	LS		\$
TOTAL BASIS OF BID:				\$	\$

Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty (60) days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.

- b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
- c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder: _____
(typed or printed name of organization)

By: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign with raised seal.

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

Address for giving
notices: _____

Bidder's Contact:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Phone: _____

Email: _____

Address: _____

Bidder's Contractor License _____

Employer's Tax ID No.: _____

INFORMATION REQUIRED OF BIDDER

The Bidder shall furnish the following information, except for item 4, at the time of Bid Opening. The apparent low Bidder shall submit item 4 within five calendar days post bid. Additional sheets shall be attached as required. Failure to properly complete this form will cause the bid to be non-responsive and may cause its rejection. In any event, no award will be made until all of the information required of the Bidder is delivered to the Owner.

- 1) Bidder's Name, Address, and Phone Numbers:

Name: _____

Address: _____

Phone No.: _____ Fax No.: _____

- 2) Bidder's Contractor License Information:

Primary Classification: _____

California State License No. and Expiration Date: _____

Specialty classifications held, if any: _____

Department of Industrial Relations Registration No.: _____

- 3) Name, address, and telephone number of surety company and agent who will provide the required bonds on this Contract:

- 4) ATTACH TO THIS BID a financial statement, references, and other information, sufficiently comprehensive to permit an appraisal of Bidder's current financial condition. Financial statements attached to the Bid should be in a separate sealed envelope to be kept confidential and will not be subject to public review.

- 5) ATTACH TO THIS BID a list of five projects completed by the Contractor's proposed jobsite superintendent during the last 5 years involving work of similar type and complexity.

The list shall include the following information as a minimum:

- Names, address, and telephone number of Owner
- Name of project
- Location of project

- Brief description of the work involved
- Name, address, and telephone number of Engineer
- Contract Amount
- Date of Completion of Contract
- Amount of liquidated damages assessed against Contractor
- Nature and resolution of any claim, lawsuit, and/or arbitration between Contractor and the Owner

To be considered for award, the Bidder and the job site superintendent who will be assigned this project shall have completed at least five projects of similar type and complexity and comparable value. Bidders who meet the above qualifications shall ascertain before submission of their Bid that any other subcontractor listed in this Bid shall also have these qualifications for their area of work.

LIST OF SUBCONTRACTORS

Per Section 4104 of the State of California Public Contract Code, each Bidder shall list below the name, the location of the place of business, and the California contractor license number of each subcontractor who will perform work or labor or render service to the Prime Contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the Prime Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the drawings and specifications, in an amount in excess of one-half of one percent of the Prime Contractor's total bid.

Bidders shall also list the portion of the work that will be done by each such subcontractor under this act. The Prime Contractor shall list only one subcontractor for each such portion as is defined by the Prime Contractor in the Bid.

Name and Location of Business	License No./DIR No.	Portion of Work	% of Total Contract
	License No.:		
	DIR No.:		
	License No.:		
	DIR No.:		
	License No.:		
	DIR No.:		
	License No.:		
	DIR No.:		
	License No.:		
	DIR No.:		

Note: Contractor shall not award work valued at more than fifty percent (50%) of the Contract Price to subcontractors without prior written approval of the Owner.

BID BOND (PENAL SUM FORM)

Bidder Name: [Full formal name of Bidder] Address <i>(principal place of business)</i> : [Address of Bidder's principal place of business]	Surety Name: [Full formal name of Surety] Address <i>(principal place of business)</i> : [Address of Surety's principal place of business]
Owner Name: [Full formal name of Owner] Address <i>(principal place of business)</i> : [Address of Owner's principal place of business]	Bid Project <i>(name and location)</i> : [Owner project/contract name, and location of the project] Bid Due Date: [Enter date bid is due]
Bond Penal Sum: [Amount] Date of Bond: [Date]	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder	Surety
<i>(Full formal name of Bidder)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____	By: _____
<i>(Signature)</i>	<i>(Signature) (Attach Power of Attorney)</i>
Name: _____	Name: _____
<i>(Printed or typed)</i>	<i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____	Attest: _____
<i>(Signature)</i>	<i>(Signature)</i>
Name: _____	Name: _____
<i>(Printed or typed)</i>	<i>(Printed or typed)</i>
Title: _____	Title: _____
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Contract required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Contract required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and all other conditions to the contract between Bidder and Owner become effective, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or to the Work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or to the Work, or to the specifications.
7. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
8. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located. In the event suit is brought upon this bond by the Owner and judgment is recovered, the Surety shall pay all costs incurred by the Owner in such suit, including a reasonable attorneys' fee to be fixed by the Court.
9. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.

10. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
11. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
12. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

**NON COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER
AND SUBMITTED WITH BID**

(Public Contract Code Section 7106)

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

By _____

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 _____

Signature _____

Signature of Notary Public

Subscribed and sworn to (or affirmed) before me

On this _____ day of _____, 20____,
Date Month Year

by

(1) _____

and (2) _____
Name(s) of Signer(s)

Seal

Place Notary Seal and/or Stamp Above

Proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

DRUG-FREE WORKPLACE CERTIFICATION

CONTRACTOR/APPLICANT:

The Contractor or applicant named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above-named Contractor or applicant will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(a)(2), to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy of maintaining a drug-free workplace,
 - (c) Any available counseling, rehabilitation, and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(a)(3), that every employee who works on the proposed contract or loan:
 - (a) Will receive a copy of the company's drug-free policy statement, and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or loan.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the Contractor or loan recipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

OFFICIAL'S NAME:

DATE EXECUTED:

EXECUTED IN COUNTY OF:

CONTRACTOR/APPLICANT SIGNATURE:

TITLE:

**CONTRACTOR'S CERTIFICATION REGARDING WORKERS' COMPENSATION
INSURANCE**

PROJECT:

OWNER:

STATE OF CALIFORNIA, _____ COUNTY

DECLARATION:

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

Contractor: _____

Signed: _____

Date: _____

WAGE REQUIREMENTS

The prevailing wage rates of the State of California apply to this contract as do any requirements of the State of California associated with the use of these State prevailing wages.

STATE WAGE REQUIREMENTS

Prevailing Wages: The Contractor and its agents shall comply with all applicable provisions of the State Labor Code regarding prevailing wages.

Pursuant to Sections 1720 et seq., and 1770 et seq., of the California Labor Code, the successful bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations for public works projects of more than one thousand dollars (\$1,000). Copies of such prevailing rate or per diem wage are on file at the office of the Owner, which copies shall be made available to any interested party on request. The successful bidder shall post a copy of such determinations at each job site. A source of State Wage Rate information is <http://dir.ca.gov/DLSR>.

Statutory Penalty For Failure to Pay Minimum Wages: In accordance with 1775 (a) through (c) of the California Labor Code, the Contractor shall as a penalty to the State or political subdivision on whose behalf a contract is made or awarded, forfeit the current statutory penalty for each calendar day or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the Contractor or, except as provided in subdivision 1775 (b), by any Subcontractor under the Contractor.

Statutory Penalty for Unauthorized Overtime Work: In accordance with Section 1813 of the California Labor Code, the Contractor shall as a penalty to the State or political subdivision on whose behalf the contract is made or awarded, forfeit the current statutory penalty for each worker employed in the execution of the contract by the respective Contractor or Subcontractor for each calendar day during which said worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of Sections 1810-1815 of the California Labor Code.

Requirements: Contractor agrees to comply with Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code relating to the employment of apprentices. The responsibility for compliance with these provisions is fixed with the Prime Contractor for all apprenticeship occupations. Under these sections of the law, contractors and Subcontractors must employ apprentices in apprenticeship occupations, where journeymen in the craft are employed on the public work, in a ratio of not less than one apprentice hour for each five journeymen hours (unless an exemption is granted in accordance with 1777.5) and contractors and Subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public work solely on the ground of race, religious creed, color, national origin, ancestry, sex, or age, except as provided in 3077 of the Labor Code. Only apprentices, as defined in 3077, which provides that an apprentice must be at least 16 years of age, who are in training under apprenticeship standards and who have signed written apprentice agreements will be employed on public works in apprenticeship occupations.

Payroll Records: Contractor shall keep accurate payroll records in format specified by the Division of Labor Standards Enforcement. Said information shall include, but not be limited to, a record of the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and actual per diem wages paid to each journeyman, apprentice, or worker employed by the contractor. Copies of such record shall be made available for inspection at all reasonable hours, and a copy shall be made available to employee or his authorized representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards in compliance with California Labor Code, Section 1776. Contractor and Subcontractors shall furnish and submit electronic certified payrolls directly to the Labor Commissioner, and duplicate copies available to the Owner.

Contractor hereby acknowledges that the prevailing wage rates of the State of California apply to this Contract.

Contractor Name

Signature

Date

EXECUTIVE ORDER N-6-22 – ECONOMIC SANCTIONS CERTIFICATION

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is attached hereto.

I declare under penalty of perjury under the laws of the State of California that we have reviewed and are in compliance with EO N-6-22.

Date: _____

(Name of Contractor)

By: _____ (Printed Name)

(Title)

(Signature)

at _____ (City), _____ (State).

**EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA**

EXECUTIVE ORDER N-6-22

WHEREAS California has a strong commitment to fundamental rights and freedoms at home and around the world; and

WHEREAS the Russian Federation (Russia) has mounted aggressive, unlawful, and violent actions against Ukraine and its people, flouting these fundamental rights and freedoms; and

WHEREAS Russia's attacks on Ukraine and its people have significantly escalated since 2014, despite significant diplomatic efforts by the United States and its partners and allies to stop Russian aggression; and

WHEREAS on February 21, 2022, United States President Joseph R. Biden Jr. issued Executive Order 14065 finding that Russia's purported recognition of the so-called Donetsk People's Republic or Luhansk People's Republic regions of Ukraine contradicts Russia's commitments under the 2014 Minsk cessation of hostility agreements and further threatens the peace, stability, sovereignty, and territorial integrity of Ukraine; and

WHEREAS Executive Order 14065 expands upon a number of previous Executive Orders related to Russia's mounting actions to undermine the sovereignty and territorial integrity of Ukraine, including Executive Orders 13660, 13661, 13662, 13685, and 13849, and further federal actions may follow; and

WHEREAS on February 24, 2022, Russia launched a large-scale invasion of the sovereign nation of Ukraine and continues to conduct a lawless assault on the Ukrainian government and people; and

WHEREAS California joins the United States and other nations, states, and localities in condemning Russia's attacks on Ukraine and its people as an assault on fundamental international rules and norms that have prevailed since the Second World War; and

WHEREAS President Biden and American allies and partners around the world have announced significant economic sanctions on key Russian institutions and banks and on the architects of this war of choice, including Russian President Vladimir Putin, among others; and

WHEREAS California is proud to be home to one of the largest Ukrainian populations in the United States, and continues to stand with the government and people of Ukraine, who have fought with incredible bravery to defend their country and freedom; and

WHEREAS California supports President Biden's efforts to hold Russia accountable for violating Ukrainian sovereignty, for its disregard for the lives and well-being of the Ukrainian people, and for its hostility to freedom and democracy; and

WHEREAS thousands of Russian citizens have courageously taken to the streets to protest their government's lawless invasion of Ukraine, and many

Californian immigrants from Russia and Californians of Russian descent have marched in solidarity with these Russian protestors; and

WHEREAS California's National Guard and the U.S. government have had a nearly three-decade relationship with Ukraine working to support its Ministry of Defense, Ministry of Interior, and Armed Forces by providing military equipment and training as well as humanitarian assistance, from helping to renovate schools and providing school supplies to volunteering at orphanages; and

WHEREAS over the last twenty years, the Office of Emergency Services, along with the California National Guard and the California Emergency Medical Services Authority, has provided training and conducted exercises with the Ukrainian Ministry of Defense and Armed Forces on utilizing the Emergency Management and Incident Command System; and

WHEREAS California, which has a long history of welcoming Ukrainian and other refugees, will continue to support resettlement, in partnership with the federal government, of those seeking safety and freedom from Russia's aggression in Ukraine; and

WHEREAS according to UN agencies, Russian aggression since 2014 has internally displaced 1.5 million Ukrainians, caused an estimated 50,000 casualties, and destabilized the region, and its recent invasion of Ukraine threatens to create Europe's largest refugee crisis in decades, with more than a million refugees fleeing Ukraine in the last week; and

WHEREAS many companies in California have taken steps to limit economic transactions with Russia and Russian entities, to combat misinformation about Russia's actions in Ukraine, and to support the government and people of Ukraine; and

WHEREAS California calls upon businesses, non-governmental organizations, and public entities in the State to review their investments and contracts to ensure their compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law (collectively, economic sanctions), and to take actions to support the Ukrainian government and people, including by refraining from new investments in, and financial transactions with, Russian institutions or companies that are headquartered or have their principal place of business in Russia (Russian entities), not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California do hereby issue the following Order to become effective immediately:

IT IS HEREBY ORDERED THAT:

1. All agencies and departments subject to my authority shall review all contracts for commodities, services, and technology to determine whether they comply with existing economic sanctions; and

2. All agencies and departments subject to my authority shall terminate any contracts with any individuals or entities that are determined to be a target of economic sanctions, and shall refrain from entering into any new contracts with such individuals or entities while economic sanctions are in effect; and
3. All agencies and departments subject to my authority shall notify all contractors and grantees of their obligations to comply with economic sanctions within 45 days of this Order, and the Department of General Services and the Department of Technology shall provide guidance on such communications within 14 days of this Order; and
4. All agencies and departments subject to my authority shall direct grantees, and contractors with agreements valued at \$5 million or more, to report to the agency or department regarding their compliance with economic sanctions; and
5. All agencies and departments subject to my authority shall direct all grantees, and contractors with agreements valued at \$5 million or more, to report on steps they have taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine; and
6. The Department of General Services and Department of Technology shall issue procurement guidance to agencies and departments regarding compliance with economic sanctions and supporting Ukrainian businesses to the extent permitted by state law.

IT IS FURTHER ORDERED that, as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 4th day of March 2022.



GAVIN NEWSOM
Governor of California

ATTEST:

SHIRLEY N. WEBER, PH.D.
Secretary of State

NOTICE OF AWARD

Owner: _____ Owner's Project No.: _____
Engineer: PACE Engineering, Inc. Engineer's Project No.: _____
Project: _____
Contract Name: _____
Bidder: _____
Bidder's Address: _____

You are notified that Owner has accepted your Bid dated **[date]** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

[Describe Work, alternates, or sections of Work awarded]

The Contract Price of the awarded Contract is \$**[Contract Price]**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

[Number of copies sent] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents has been transmitted or made available to Bidder electronically.

☐ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to **Owner [number of copies sent]** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Provisions.
3. Other conditions precedent (if any): [Describe other conditions that require Successful Bidder's compliance]

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement.

Owner: _____
By *(signature)*: _____
Name *(printed)*: _____
Title: _____
Date of Issuance: _____
Copy: Engineer

NOTICE TO PROCEED

Owner: _____ Owner's Project No.: _____
Engineer: PACE Engineering, Inc. Engineer's Project No.: _____
Contractor: _____ Contractor's Project No.: _____
Project: _____
Contract Name: _____
Effective Date of Contract: _____

Owner hereby notifies Contractor that the Contract Time under the above Contract will commence to run on **[date Contract Time is to start]**.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Contract:

The number of days to achieve Substantial Completion is **90 days** from the date stated above for the commencement of the Contract Time, resulting in a date for Substantial Completion of **[date, calculated from commencement date above]**; and the number of days to achieve readiness for final payment is **120 days** from the commencement date of the Contract Time, resulting in a date for readiness for final payment of **[date, calculated from commencement date above]**.

Before starting any Work at the Site, Contractor must comply with the following:

[Note any access limitations, security procedures, or other restrictions]

Owner: _____
By *(signature)*: _____
Name *(printed)*: _____
Title: _____
Date Issued: _____
Copy: Engineer

PERFORMANCE BOND

Contractor Name: [Full formal name of Contractor] Address <i>(principal place of business)</i> : [Address of Contractor's principal place of business]	Surety Name: [Full formal name of Surety] Address <i>(principal place of business)</i> : [Address of Surety's principal place of business]
Owner Name: [Full formal name of Owner] Mailing address <i>(principal place of business)</i> : [Address of Owner's principal place of business]	Contract Description <i>(name and location)</i> : [Owner's project/contract name, and location of the project] Contract Price: [Amount from Contract] Effective Date of Contract: [Date from Contract]
Bond Bond Amount: [Amount] Date of Bond: [Date] <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i> _____	<i>(Full formal name of Surety) (corporate seal)</i> _____
By: _____ <div style="text-align: center;"><i>(Signature)</i></div>	By: _____ <div style="text-align: center;"><i>(Signature)(Attach Power of Attorney)</i></div>
Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>	Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>
Title: _____	Title: _____
Attest: _____ <div style="text-align: center;"><i>(Signature)</i></div>	Attest: _____ <div style="text-align: center;"><i>(Signature)</i></div>
Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>	Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract and any alteration thereof made as therein provided, including all contractual guarantees and warranties of materials and workmanship, and shall fully indemnify and save harmless, including for all attorneys' fees and costs the Owner, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.2. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.3. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 - 5.3.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.3.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
7. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. Surety expressly agrees that the Owner may reject any contractor or subcontractor proposed by Surety to fulfill its obligations in the event of default by the Contractor. Surety shall not utilize Contractor in completing the Work nor shall Surety accept a Bid from Contractor for completion of the Work if the Owner declares the Contractor to be in default.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Construction Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Construction Contract or to the work or to the specifications.
11. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
12. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
13. Definitions
 - 13.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 13.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the Contract and the Contract Documents.

- 13.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
- 13.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 13.5. *Contract Documents*—All the documents that comprise the Contract between the Owner and Contractor.
14. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
15. In the event suit is brought upon this bond by the Owner and judgment is recovered, Surety shall pay all costs incurred by the Owner in such suit, including reasonable attorney's fees to be fixed by the court.
16. Surety further agrees that death of the Contractor shall not relieve the surety of its obligations hereunder.
17. As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the Owner from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the Owner's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15
18. Modifications to this Bond are as follows: None.

PAYMENT BOND

Contractor Name: [Full formal name of Contractor] Address <i>(principal place of business)</i> : [Address of Contractor's principal place of business]	Surety Name: [Full formal name of Surety] Address <i>(principal place of business)</i> : [Address of Surety's principal place of business]
Owner Name: [Full formal name of Owner] Mailing address <i>(principal place of business)</i> : [Address of Owner's principal place of business]	Contract Description <i>(name and location)</i> : [Owner's project/contract name, and location of the project] Contract Price: [Amount, from Contract] Effective Date of Contract: [Date, from Contract]
Bond Bond Amount: [Amount] Date of Bond: [Date] <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <div style="text-align: center;"><i>(Signature)</i></div>	By: _____ <div style="text-align: center;"><i>(Signature)(Attach Power of Attorney)</i></div>
Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>	Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>
Title: _____	Title: _____
Attest: _____ <div style="text-align: center;"><i>(Signature)</i></div>	Attest: _____ <div style="text-align: center;"><i>(Signature)</i></div>
Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>	Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. The condition of this obligation is that if the Contractor or any of its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal or any of his or its subcontractors of any tier under Section 13020 of the Unemployment Insurance Code with respect to such work or labor, than the Surety will pay the same in an amount not exceeding the amount herein above set forth.
4. In case suit is brought upon this bond, Surety will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.
5. The Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
6. The Surety's obligations to a Claimant under this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.
7. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided hereunder, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
8. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
9. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, alteration, or addition to the terms of Contract Documents or to related subcontracts, purchase orders, and other obligations.
11. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
12. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

13. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

14. Definitions

- 14.1. *Claim*—A written statement by the Claimant including at a minimum:

- 14.1.1. The name of the Claimant;
- 14.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
- 14.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
- 14.1.4. A brief description of the labor, materials, or equipment furnished;
- 14.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- 14.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
- 14.1.7. The total amount of previous payments received by the Claimant; and
- 14.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

- 14.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

- 14.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the Contract and the Contract Documents.

- 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

- 14.5. *Contract Documents*—All the documents that comprise the Contract between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

16. Modifications to this Bond are as follows: None.

Contractor's Application for Payment

Owner: _____ Engineer: _____ Contractor: _____ Project: _____ Contract: _____	Owner's Project No.: _____ Engineer's Project No.: _____ Contractor's Project No.: _____																				
Application No.: _____ Application Date: _____																					
Application Period: From _____ to _____																					
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 70%;">1. Original Contract Price</td><td style="width: 30%; text-align: right;">\$ -</td></tr><tr><td>2. Net change by Change Orders</td><td style="text-align: right;">\$ -</td></tr><tr><td>3. Current Contract Price (Line 1 + Line 2)</td><td style="text-align: right;">\$ -</td></tr><tr><td>4. Total Work completed (Includes Materials On Hand) (Sum of Column F Lump Sum Total)</td><td style="text-align: right;">\$ -</td></tr><tr><td>5. Retainage</td><td></td></tr><tr><td style="padding-left: 20px;">a. 5% X \$ - Work Completed</td><td style="text-align: right;">\$ -</td></tr><tr><td>6. Amount eligible to date (Line 4 - Line 5.a)</td><td style="text-align: right;">\$ -</td></tr><tr><td>7. Less previous payments (Line 6 from prior application)</td><td></td></tr><tr><td>8. Amount due this application</td><td style="text-align: right;">\$ -</td></tr><tr><td>9. Balance of work to finish (Line 3 - Line 4)</td><td style="text-align: right;">\$ -</td></tr></table>		1. Original Contract Price	\$ -	2. Net change by Change Orders	\$ -	3. Current Contract Price (Line 1 + Line 2)	\$ -	4. Total Work completed (Includes Materials On Hand) (Sum of Column F Lump Sum Total)	\$ -	5. Retainage		a. 5% X \$ - Work Completed	\$ -	6. Amount eligible to date (Line 4 - Line 5.a)	\$ -	7. Less previous payments (Line 6 from prior application)		8. Amount due this application	\$ -	9. Balance of work to finish (Line 3 - Line 4)	\$ -
1. Original Contract Price	\$ -																				
2. Net change by Change Orders	\$ -																				
3. Current Contract Price (Line 1 + Line 2)	\$ -																				
4. Total Work completed (Includes Materials On Hand) (Sum of Column F Lump Sum Total)	\$ -																				
5. Retainage																					
a. 5% X \$ - Work Completed	\$ -																				
6. Amount eligible to date (Line 4 - Line 5.a)	\$ -																				
7. Less previous payments (Line 6 from prior application)																					
8. Amount due this application	\$ -																				
9. Balance of work to finish (Line 3 - Line 4)	\$ -																				
Contractor's Certification The undersigned Contractor certifies, to the best of its knowledge, the following: (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.																					
Contractor: _____																					
Signature: _____ Date: _____																					
Recommended by Engineer By: _____ Title: _____ Date: _____	Approved by Owner By: _____ Title: _____ Date: _____																				
Approved by Funding Agency By: _____ Title: _____ Date: _____	By: _____ Title: _____ Date: _____																				

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner: _____					Owner's Project No.: _____		
Engineer: _____					Engineer's Project No.: _____		
Contractor: _____					Contractor's Project No.: _____		
Project: _____							
Contract: _____							

Application No.: _____		Application Period: From _____ to _____		App Date: _____	
------------------------	--	---	--	-----------------	--

A	B	C	D	E	F	G	H
Item No.	Description	Scheduled Value (\$)	Work Completed		Work Completed and Materials Stored to Date (D + E) (\$)	% of Scheduled Value (F / C) (%)	Balance to Finish (C - F) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)			
Original Contract							
					-		-
					-		-
					-		-
					-		-
					-		-
					-		-
					-		-
					-		-
					-		-
					-		-
					-		-
					-		-
Original Contract Totals		\$ -	\$ -	\$ -	\$ -		\$ -
Change Orders							
					-		-
					-		-
					-		-
					-		-
					-		-
Change Order Totals		\$ -	\$ -	\$ -	\$ -		\$ -
Original Contract and Change Orders							
Project Totals		\$ -	\$ -	\$ -	\$ -		\$ -

Contractor's Application for Payment

5200-3

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: _____ Owner's Project No.: _____
Engineer: PACE Engineering, Inc. Engineer's Project No.: _____
Contractor: _____ Contractor's Project No.: _____
Project: _____
Contract Name: _____

This ☐ Preliminary ☐ Final Certificate of Substantial Completion applies to:

☐ All Work ☐ The following specified portions of the Work:

[Describe the portion of the work for which Certificate of Substantial Completion is issued]

Date of Substantial Completion: **[Enter date, as determined by Engineer]**

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Warranties shall not commence on punch list work not yet completed or defective work until such work is completed and corrected, as applicable.

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work must be as provided in the Contract, except as amended as follows:

Amendments to Owner's Responsibilities: ☐ None ☐ As follows:

[List amendments to Owner's Responsibilities]

Amendments to Contractor's Responsibilities: ☐ None ☐ As follows:

[List amendments to Contractor's Responsibilities]

The following documents are attached to and made a part of this Certificate:

[List attachments such as punch list; other documents]

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Engineer

By *(signature)*: _____

Name *(printed)*: _____

Title: _____

GENERAL PROVISIONS

The General Provisions of this construction Contract shall be by reference the General Provisions contained in the Standard Specifications for Public Works Construction, commonly called the "Greenbook."

The edition used shall be listed in the Special Provisions together with any listed addenda or supplements thereto.

WORK CHANGE DIRECTIVE NO.: ____

Owner: _____ Owner's Project No.: _____
Engineer: PACE Engineering, Inc. Engineer's Project No.: _____
Contractor: _____ Contractor's Project No.: _____
Project: _____
Contract Name: _____
Date Issued: _____ Effective Date of Work Change Directive: _____

Contractor is directed to proceed promptly with the following change(s):

Description:

[Description of the change to the Work]

Attachments:

[List documents related to the change to the Work]

Purpose for the Work Change Directive:

[Describe the purpose for the change to the Work]

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

Notes to User—Check one or both of the following

☐ Non-agreement on pricing of proposed change. ☐ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$ _____ **[increase] [decrease] [not yet estimated].**

Contract Time: _____ days **[increase] [decrease] [not yet estimated].**

Basis of estimated change in Contract Price:

☐ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

Recommended by Engineer

Authorized by Owner

By:

Title:

Date:

CHANGE ORDER NO.:__

Owner:
 Engineer: PACE Engineering, Inc.
 Contractor:
 Project:
 Contract Name:
 Date Issued:

Owner's Project No.:
 Engineer's Project No.:
 Contractor's Project No.:

Effective Date of Change Order:

The Contract is modified as follows upon execution of this Change Order:

Description:

[Description of the change]

Attachments:

[List documents related to the change]

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: \$ _____	Original Contract Times: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order] : \$ _____	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order] : Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] this Change Order: \$ _____	[Increase] [Decrease] this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
 Title: _____

SPECIAL PROVISIONS

MODIFICATIONS TO GENERAL PROVISIONS

PART 1 – GENERAL PROVISIONS

SECTION 1 – GENERAL

1-2 TERMS AND DEFINITIONS

Refer to Standard Specifications (SS) 1-2. Add the following to the end of the definition for Change Order:

The Change Order form to be used on this Project is included on page 7100-1.

Refer to SS 1-2. Add the following to the end of the definition for Contract Documents:

In addition, the Contract Documents include all items listed in the form of the Contract. The document hereinafter referred to as the "Standard Specifications," or simply as "SS," is the separately bound 2021 Edition of Standard Specifications for Public Works Construction, commonly called the "Greenbook." The entire Part 1 - General Provisions of the Standard Specifications as modified and added to herein by these Special Provisions are part of these Contract Documents. Parts 2 through 8 of the Standard Specifications shall be included as part of these Contract Documents, including as modified herein.

Copies of referenced Standard Specifications for Public Works Construction, commonly called the "Greenbook," containing the General Provisions and Standard Specifications, may be obtained from Building News, Inc., 1612 South Clementine Street, Anaheim, CA 92802, (714) 517-0970.

Where other reference specifications such as those of ASTM, AASHTO, etc., have been referred to, the applicable portion of such specifications shall become a part of these Contract Documents.

The words "State Specifications" when used in these Specifications shall mean the Standard Specifications of the State of California, Department of Transportation (Caltrans), 2022 edition.

Refer to SS 1-2. Add the following to the end:

Abnormal Weather Conditions – Conditions of extreme or unusual weather for a given region, elevation, or season as determined by Engineer. Extreme or unusual weather that is typical for a given region, elevation, or season should not be considered Abnormal Weather Conditions.

Change Proposal – A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

Contract Times – The number of calendar days by which Contractor shall (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

Drawings – See Plans.

Engineer – Wherever the term “Engineer” is used in these Contract Documents, it shall be understood to mean PACE Engineering, Inc., or its authorized representative.

Milestone – A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.

Owner – Wherever the term "Owner" or “County” is used in these Contract Documents, it shall be understood to mean the County of Siskiyou.

Work Change Directive – A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision of the Work. A Work Change Directive cannot change Contract Price or Contract Times without a subsequent Change Order.

SECTION 2 – SCOPE OF THE WORK

2-2 PERMITS

Refer to SS 2-2. Add the following to the end:

Owner-obtained permits are attached for review. Contractor shall be responsible for transferring the permits, and all associated fees required, into the name of the Contractor prior to commencing work and comply with the conditions set forth therein.

2-4 COOPERATION AND COLLATERAL WORK

Refer to SS 2-4. Delete the second paragraph in its entirety and replace with the following:

Contractors shall cooperate in the coordination of their separate activities in a manner that will provide the least interference with others working in the area and in the interfacing of the separate elements of the overall project work.

All Contractors who have work on this project are subject to this requirement for cooperation and all shall abide by the Engineer's decision in resolving coordination and project sequence problems.

2-5 THE CONTRACTOR'S EQUIPMENT AND FACILITIES

Refer to SS 2-5.1. Add the following to the end:

The Contractor shall thoroughly inspect the roadway surface over which its equipment will move and attempt to schedule only that equipment which will not cause damage to existing roadways. If it is necessary to use equipment that damages the roadway the Contractor shall be liable for this

damage regardless of whether the road meets current design standards, or whether loads by said equipment are allowable. The intent is that the Contractor be responsible for any damage caused by this project. Repair made necessary from non-compliance shall be as directed by the Engineer with the intent that repairs such as patching, grading, etc., shall result in a road surface at least equal to that on adjacent roadway. Appearance of the area shall weigh heavily in determining the extent of repair to be ordered. Cost of repairs shall be borne entirely by the Contractor.

Refer to SS 2-5.2. Delete SS 2-5.2 in its entirety and replace with the following:

2-5.2 Temporary Utility Services. Commercial power, sanitation, and telephone are available at the construction site.

2-6 CHANGES REQUESTED BY THE CONTRACTOR

Refer to SS 2-6. Add the following to the end:

When a change does materially affect the work, the Contractor shall submit a daily report to the Engineer on forms approved by the Owner. Included shall be applicable delivery tickets, listing all labor, materials, and equipment involved for that day, and other services and expenditures when authorized. Failure to submit the daily report by the close of the next working day waives any rights for that day. An attempt shall be made to reconcile the report daily, and it shall be signed by the Engineer and the Contractor. In the event of disagreement, pertinent notes shall be entered by each party to explain points, which cannot be resolved immediately. Each party shall retain a signed copy of the report. Reports by Subcontractors or others shall be submitted through the Contractor.

The report shall:

- a. Show names of workers, classifications, and hours worked.
- b. Describe and list quantities of materials used.
- c. Show type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable.
- d. Describe other services and expenditures in such detail as the Owner may require.

2-10 DISPUTED WORK

Refer to SS 2-10. Add the following to the end:

Pursuant to modifications to the Public Contract Code Article 1.5 Section 20104, the Contractor and Owner shall resolve all construction claims of less than \$375,000 in accordance with these statutes, unless the Owner decides pursuant to Public Contract Code 20104(a) (2) to use arbitration as referenced, commencing with Section 10240. In summary, these statutes require such claims to be presented and responded to within prescribed deadlines, require a "meet and confer conference" when demanded, followed by a non-binding mediation process, followed by judicial arbitration if still unresolved.

Refer to SS 2-10. Add the following new sections after SS 2-10:

2-11 CHANGE PROPOSAL(S). Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

Change Proposal Procedures:

1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the following provisions:
 - i. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
 - 1) Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 - 2) Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
 - 3) Adjustments of Contract Times or Contract Price are subject to the provisions of SS 6-4 and SS 7-4.
 - ii. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
 - 1) The circumstances that form the basis for the requested adjustment;
 - 2) The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 - 3) The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;

- 4) The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
- 5) The impact on Contract Price, in accordance with the provisions of SS 7-4.

Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.

- b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Section 2 of the Standard Specifications.
5. *Binding Decision:* Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Section 2 of the Standard Specifications.

Resolution of Certain Change Proposals: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Section 2 of the Standard Specifications.

Post-Completion: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment.

2-12 WORK CHANGE DIRECTIVE. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments.

If Owner has issued a Work Change Directive and:

1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

SECTION 3 – CONTROL OF THE WORK

3-4 AUTHORITY OF THE BOARD AND THE ENGINEER

Refer to SS 3-4. Add the following to the end:

The Engineer may have authority to issue directives to the Contractor to make changes or additions to the work when in the Engineer's opinion it is obvious that delay in making the directive will undoubtedly cost the Owner additional extra work expense or that project completion will be significantly jeopardized. The Engineer will always attempt to secure the Owner's approval prior to the issuance of such directives. Such directives will only be made to achieve originally conceived project goals and not be used for extra nonessential items, except where the Engineer has a written approval of that item from the Owner. Where practical, the Engineer will always attempt to obtain a fair lump sum cost or basis of cost from the Contractor prior to proceeding with the work. In those cases where a directive must be given without an agreed cost, work shall be performed as EXTRA WORK in accordance with SS 7-4. A Contract Change Order to validate any directive shall be prepared by the Engineer at the earliest practical date.

3-7 CONTRACT DOCUMENTS

Refer to SS 3-7.2. Modify the precedence listing as follows:

The precedence shall be:

1. Permits from other agencies as may be required by law.
2. Change Orders/Work Change Directives and supplemental agreements, whichever occurs last.

3. Contract.
4. Addenda.
5. Bid.
6. Special Provisions.
7. Engineer's Supplementary Conditions.
8. Technical Specifications.
9. Drawings.
10. Standard Specifications.
11. Standard Plans.
12. Reference Specifications.

3-8 SUBMITTALS

Refer to SS 3-8.1. Delete the last sentence in its entirety and replace with the following:

Payment for submittals shall be included in the Lump-Sum Bids for the various Bid items as modified by SS 7-2.

NO EXCEPTIONS TAKEN – The Engineer has reviewed the submittal and has determined the submittal generally appears to be consistent with the Contract Documents, Drawings, and/or the Engineer's design intent for the completed project. **NO EXCEPTIONS TAKEN** is subject to the provision that the Work shall be in accordance with the requirements of the Contract and does not constitute approval or deletion of specified or required items not shown in a partial submittal. No responsibility is assumed by the Engineer for correctness of dimensions or details.

SUPPLY AS NOTED – The Engineer has reviewed the submittal and has determined the submittal generally appears to be consistent with the Contract Documents, Drawings, and/or the Engineer's design intent for the completed project as long as the noted corrections are implemented. This does not require resubmittal and is subject to the provision that the Work shall be in accordance with the requirements of the Contract and does not constitute approval or deletion of specified or required items not shown in a partial submittal. No responsibility is assumed by the Engineer for correctness of dimensions or details.

AMEND AND RESUBMIT – The submittal, as furnished, is generally not authorized for construction, fabrication, or manufacture without revisions and resubmittal. **AMEND AND RESUBMIT** will include detailed written comments from the Engineer, clearly indicating the non-compliance. The Contractor shall make the noted changes and resubmit the submittal to the Engineer.

REJECTED – The submittal, as furnished, is generally not in compliance with the Contract Documents, Drawings, and/or the Engineer's design intent for the completed project. **REJECTED** will include detailed written comments from the Engineer, clearly indicating the non-compliance. The Contractor shall make the noted changes and resubmit the submittal to the Engineer.

Written Equipment Manuals will be prepared by the Contractor from equipment information furnished by the manufacturers and suppliers of the installed equipment and materials. It is the intent of this provision that reviewed and approved equipment manuals be supplied to the Owner prior to personnel training and facility start-up.

Upon receipt of the above information from the Contractor, the Engineer will check to see that the information is complete and correct, and the Contractor shall provide any additional information required by the Engineer to complete the Operation and Maintenance Manuals.

3-10 SURVEYING

1.).

3-12 WORK SITE MAINTENANCE

Refer to SS 3-12.3. Add the following to the end:

The Contractor shall regularly maintain all construction equipment. Documentation shall be provided to Engineer upon request. Additionally, all equipment utilized for construction of all phases of the project shall include the following noise-reduction devices:

1. All vehicles and engines shall be equipped with the appropriate manufacturer's noise reduction device(s), including, but not limited to, a manufacturer's muffler (or equivalently rated material) that is free of rust, holes, and exhaust leaks.
2. All engine housing doors shall be kept closed and noise-insulating material shall be mounted on the engine housing to reduce noise, to the extent practical without interfering with the manufacturer's guidelines for engine operation or exhaust.
3. Portable compressors, generators, pumps, and other such devices shall be covered with noise-insulating fabric to the extent practical without interfering with the manufacturer's guidelines for engine operation or exhaust, and shall further reduce noise by operating such devices at lower engine speeds during work to the maximum extent possible.
4. Construction equipment not actively being utilized shall be turned off.
5. Vehicle idling on-site shall be limited to 5 minutes.
6. Reduced volume back-up alarms shall be used for all construction vehicles when practicable.

Refer to SS 3-12.4.1. Add the following after the second paragraph:

When in roadways, excavated material shall be removed from the work area concurrently with the operation. All material removed from the site shall be the property of the Contractor. Payment for the removal and disposal of all material shall be considered as included in the most applicable unit price bid for this work, and no additional compensation will be allowed therefore.

3-13 COMPLETION, ACCEPTANCE, AND WARRANTY

Refer to 3-13.3. Delete SS 3-13.3 in its entirety and replace with the following:

3-13.3 Warranty. The Contractor hereby agrees to make, at his own expense, all repairs or replacements necessitated by defects in materials or workmanship, supplied under terms of this Contract, which become evident within one year after the date of Substantial Completion. This expense shall include, but is not limited to, costs for engineering and the resident project representative to ensure materials and workmanship are in adherence with the Contract Documents. The Contractor further assumes responsibility, at his own expense, for a similar one-year warranty for all work and materials provided by Subcontractors or manufacturers of packaged equipment components. The effective date for the start of the warranty period for equipment and other items that are placed into service prior to final acceptance shall be the date of Substantial Completion for that specific item. The Contractor shall also warranty his work against trench settlement for a period of one year after the date of Substantial Completion.

SECTION 4 – CONTROL OF MATERIALS

4-1 GENERAL

Refer to SS 4-1. Add the following to the end:

The Drawings and Technical Specifications are detailed on the basis of specified materials and equipment. Due to the variation in available equipment, there are a few cases where it has been necessary to base the Drawings and Technical Specifications on one manufacturer's equipment only. In these cases, the second-named manufacturer and other approved equipment shall be considered as substituted equipment. Where any modifications or deviations from the Contract Documents are required by the substitution of approved materials or equipment, the Contractor shall prepare and submit to the Engineer detailed drawings showing all modifications in structures, reinforcing steel, piping, electrical and mechanical work, etc., to adapt the Contract Documents to the alternate materials or equipment; the Engineer will review such drawings and either approve them or indicate thereon changes necessary to comply with the project requirements. The Contractor shall revise any unapproved drawings and resubmit them to the Engineer.

The cost of the above drawings required as a result of substituted items of materials or equipment and the actual construction cost increase, if any, shall be included in the prices bid in the Bid.

4-2 PROTECTION

Refer to SS 4-2. Add the following after the first paragraph:

When considered necessary and directed by the Engineer, materials and equipment shall be placed on wooden platforms or other hard, clean surfaces, and not on the ground; and/or they shall be placed under cover. Electrical equipment, devices, and motors shall be placed in dry and warm storage as approved by the Engineer.

4-6 TRADE NAMES

Refer to SS 4-6. Delete SS 4-6 in its entirety and replace with the following:

4-6 TRADE NAMES. Prior to Bidding, the request for Engineer's clarification of materials and equipment considered "or equal" must be received by the Engineer at least 15 days prior to the date for receipt of Bids. Requests for Engineer's clarification received after this date may not be reviewed.

Proposals for substitutions of equipment or methods that deviate significantly from the Drawings and which will necessitate significant changes in the Engineer's Drawings or review of significantly different design concepts will only be considered if the Contractor is willing to provide for compensation to the Engineer to review the Proposal. Such compensation shall be by a pre-arranged deduction from the Contract Amount which will allow the Owner to compensate the Engineer as Extra Work under the Engineer/Owner Services Agreement.

The Engineer will determine when such Proposals will require significant changes and will promptly notify the Contractor of this determination.

Agreement for such a Proposal review will require a proposal letter by the Contractor, accepted and acknowledged by the Engineer and Owner, which would be subsequently included in a Contract Change Order. Agreement to review a proposal will not in any way obligate the Engineer to recommend acceptance of the proposal to the Owner. Proposals will be recommended for approval only if the end product will be in the interest of the Owner after taking into account the costs for subsequent Drawing changes. The Engineer will need to be compensated for such subsequent Drawing changes and additional proposal reviews as necessary as an Extra Work item under the Engineer/Owner Services Agreements. Recommendation of acceptance of the proposal will be dependent on either the Contractor compensating the Owner for such costs in the proposal (by deductions from Contract Amounts) or by demonstrating in the proposal that the Owner will be receiving a superior product that justifies that the cost of Drawing changes be compensated for solely by the Owner. If a proposal is approved by the Owner, it will be incorporated into a Contract Change Order.

Either the time involved to review proposals or the subsequent denial of proposals shall not be considered as a reason for the Contractor to not complete the work within the specified time. However, proposals may involve extensions of time if in the interests of the Owner.

Proposals that result in an improvement to the project are encouraged, but only when the costs of review and administrative time and Drawing changes are included in the evaluation and also when such proposals do not jeopardize the timely completion of the project.

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

5-3 LABOR

Refer to SS 5-3.1. Add the following to the end:

The Engineer and/or the Owner has the authority to determine if workers are incompetent or otherwise unsuitable per this section, and the Contractor shall remove any such worker upon written request by either the Engineer and/or the Owner.

Refer to SS 5-3.2. Add the following to the end:

The prevailing wage rates of the State of California apply to this contract as do any requirements of the State of California associated with the use of these State prevailing wages.

State Wage Requirements:

The Contractor and its agents shall comply with all applicable provisions of the State Labor Code regarding prevailing wages.

Pursuant to Sections 1720 et seq., and 1770 et seq., of the California Labor Code, the successful Bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations for public works projects of more than one thousand dollars (\$1,000). Copies of such prevailing rate or per diem wage are on file at the office of the Owner, which copies shall be made available to any interested party on request. The successful Bidder shall post a copy of such determinations at each job site. A source of State Wage Rate information is <http://dir.ca.gov/DLSR>.

Statutory Penalty For Failure to Pay Minimum Wages: In accordance with 1775 (a) through (c) of the California Labor Code, the Contractor shall as a penalty to the State of political subdivision on whose behalf a contract is made or awarded, forfeit the current statutory penalty for each calendar day or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the Contractor or, except as provided in subdivision 1775 (b), by any Subcontractor under the Contractor.

Statutory Penalty for Unauthorized Overtime Work: In accordance with Section 1813 of the California Labor Code, the Contractor shall as a penalty to the State or political subdivision on whose behalf the contract is made or awarded, forfeit the current statutory penalty for each worker employed in the execution of the contract by the respective Contractor or Subcontractor for each calendar day during which said worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of Sections 1810-1815 of the California Labor Code.

Requirements: Contractor agrees to comply with Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code relating to the employment of apprentices. The responsibility for compliance with these provisions is fixed with the prime contractor for all apprenticeship occupations. Under these sections of the law, contractors and Subcontractors must employ apprentices in apprenticeship occupations, where journeymen in the craft are employed on the public work, in a ratio of not less than one apprentice hour for each five journeymen hours (unless an exemption is granted in accordance with 1777.5) and contractors and Subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public work solely on the ground of race, religious creed, color, national origin, ancestry, sex, or age, except as provided in 3077 of the Labor Code. Only apprentices, as defined in 3077, which provides that an apprentice must be at least 16 years of age, who are in training under apprenticeship standards and who have signed written apprentice agreements will be employed on public works in apprenticeship occupations.

Payroll Records: Contractor shall keep accurate payroll records in format specified by the Division of Labor Standards Enforcement. Said information shall include, but not be limited to, a record of the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and actual per diem wages paid to each journeyman, apprentice, or worker employed by the contractor. Copies of such record shall be made available for inspection at all reasonable hours, and a copy shall be made available to employee or his authorized representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards in compliance with California Labor Code, Section 1776. Contractor and Subcontractors shall furnish and submit electronic certified payrolls directly to the Labor Commissioner, and duplicate copies available to the Owner.

Refer to SS 5-3.4. Add the following to the end:

The Contractor shall decide the working hours for the project. Working hours for the Owner are between 8:00 a.m. and 5:00 p.m., Monday through Friday. The Contractor shall notify the Engineer in writing of their work schedule including hours to be worked and days off.

5-4 INSURANCE

Refer to SS 5-4.1. Add the following to the end:

The Owner, the Engineer, State of California, and consultants, and each of their officers, agents, and employees, shall be specifically named as additional insureds on separate endorsements of the Contractor's comprehensive general liability policy with a waiver of subrogation against such additional insureds. The cancellation clause shall have the following word and phrase struck out: "endeavor" and "but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives."

The Contractor shall obtain and maintain continuously, General Public Liability and Property Damage Insurance coverage (including vehicle coverage) issued to the Contractor and protecting the Contractor from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the Contract Documents, whether such operations be by the Contractor or by any subcontractor employed by

the Contractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

The limits of liability insurance shown in SS 5-4 shall be modified to provide coverage for not less than the following amounts or greater, where required by Laws and Regulations:

1. Workers' Compensation and related coverages:
 - a. Employer's Liability: \$1,000,000 per occurrence
2. Contractor's General Liability shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody, and control of the Contractor:
 - a. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - b. Personal and Advertising Injury: \$1,000,000
 - c. General Aggregate: \$2,000,000
 - d. Products – Completed Operations Aggregate: \$2,000,000
 - e. Property Damage liability insurance shall provide Explosion, Collapse, and Underground coverages where applicable.
 - f. Excess or Umbrella Liability:
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$1,000,000
3. Automobile Liability:
 - a. Combined Single Limit of \$1,000,000.

Coverage for Commercial General Liability (CGL) shall be at least as broad as Insurance Service Office (ISO) "occurrence form CG 00011093, 1993 Edition," and for Automobile Liability shall be at least as broad as ISO "form number CA 0001, ed. 1/87, code 1." AM Best's rating of no less than A:VII or equivalent, as determined by the Owner. Contractor shall include all subcontractors as insured.

Certificates of insurance indicating the above coverage shall be furnished to the Owner along with the executed Contract and bonds. Such insurance must be maintained for three years after final payment.

5-4.6 Contractor's Pollution Liability Insurance. Contractor shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance must be maintained for no less than three years after final completion.

5-4.7 Indemnity. The Contractor shall defend, hold harmless, and indemnify Owner, Engineer, County, State of California, consultants, and each of their officers, agents, and employees from and against all claims (including but not limited to claims of Contractor's agents and employees),

liability, losses, damages, and expenses arising or alleged to arise from or during the performance of the work under this Contract, except those losses and damages found to be caused by the sole negligence or willful misconduct of the party indemnified hereunder.

5-7 SAFETY

Refer to SS 5-7.1.1. Add the following to the end:

The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours.

Safety provisions shall conform to all applicable Federal, State, County, and local laws, ordinances, and to other rules of law applicable to the work.

The Contractor shall maintain at its office or other well-known place at the job site, all articles necessary for giving first aid to the injured and shall establish the procedure for the immediate removal to a hospital or a doctor's care of persons (including employees) who may be injured on the job site.

The Duty of the Engineer to conduct construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's safety measures in, on, or near the construction site.

If death or serious injuries or serious damages are caused, the accident shall be reported immediately to both the Engineer and the Owner. In addition, the Contractor must promptly report in writing to the Engineer all accidents whatsoever arising out of, or in connection with, the performance of the work whether on, or adjacent to the site, giving full details and statements of witnesses.

Refer to SS 5-7.2.1. Add the following after the first paragraph:

The Contractor shall comply with provisions of these and all other applicable laws, ordinances, and regulations.

The completed work shall include all necessary permanent safety devices such as machinery guards and similar ordinary safety items required by the State and Federal (OSHA) Industrial Safety Authorities and applicable local and national codes. Further, any features of the work subject to such safety regulations shall be fabricated, furnished, and installed in compliance with these requirements. The Contractor shall notify all manufacturers, equipment suppliers, and subcontractors of the provisions of this article.

In selecting and/or approving equipment for installation in the project, the Owner and Engineer assume no responsibility for injury or claims resulting from failure of the equipment to comply with applicable National, State, and local safety codes or requirements, or the safety requirements of a recognized agency, or failure due to faulty design concepts, or defective workmanship and materials.

Refer to SS 5-7.3. Delete SS 5-7.3 in its entirety and replace with the following:

5-7.3 Use of Explosives. Explosives may not be used on this project.

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK

Refer to SS 6-1.1. Add the following after the first paragraph:

The schedule shall include a plan for coordinating each construction site visit between the Owner and/or Engineer and Contractor.

Contractor shall refer to the working hours as described in these Special Provisions when developing the schedule.

The Contractor's representative shall be available at the work site during the hours indicated in the work schedule. The work schedule will be used by the Engineer to schedule construction observation personnel. No work shall be permitted outside the hours and days indicated by the schedule unless otherwise approved by the Engineer.

Refer to SS 6-1.1. Add the following to the end:

The Contractor shall attend a preconstruction conference which will be held by the Engineer and Owner prior to the start of construction.

6-3 TIME OF COMPLETION

Refer to SS 6-3.1. Delete the last sentence and replace it with the following:

The time of completion shall be specified in calendar days

Refer to SS 6-3.2. Delete Section 6-3.2 in its entirety.

6-4 DELAYS AND EXTENSIONS OF TIME

Refer to SS 6-4.1. Delete the reference to "adverse weather or elements necessitating cessation of work" in the fifth line of the first paragraph.

Refer to SS 6-4.1. Add the following after the first paragraph:

All work as set forth in these Contract Documents shall be diligently prosecuted and substantially completed within **90** calendar days from the date of issuance of the Notice to Proceed and completed and ready for final payment within **120** days from the date of issuance of the Notice to Proceed.

No extension of time will be considered for weather conditions normal to the area in which the work is being performed. Unusual weather conditions, if determined by the Engineer to be of a severity that would stop the normal progress of work that could normally be accomplished in that time period, may be considered as cause for an extension of Contract completion time.

Refer to SS 6-4.1. Add the following to the end:

In the event there is a change in local, state, or federal law or regulation associated with the service being provided, this will constitute a change in conditions and will result in renegotiations of this Contract, per SS 6-4.2.

6-6 SUSPENSION OF WORK

Refer to SS 6-6.1. Delete SS 6-6.1 in its entirety and replace with the following:

6-6.1 General. The work may be suspended in whole or in part when determined by the administrative officer of the Owner that the suspension is necessary in the interest of the Owner. The Contractor shall comply immediately with any written order of the Owner suspending work. Such suspension shall be without liability to the Contractor on the part of the Engineer or Owner except as otherwise specified in SS 6-4.3.

SECTION 7 – MEASUREMENT AND PAYMENT

7-1 MEASUREMENT OF QUANTITIES FOR UNIT PRICE WORK

Refer to SS 7-1.1. Add the following to the end:

The prices bid in the Bid shall be full compensation to the Contractor for furnishing all labor, equipment, supplies, materials (including taxes), tools, transportation, supervision, testing, overhead, profit, and any other related cost items necessary to perform all the work required in these Contract Documents. Items of work required herein but not specifically listed in the Bid shall be deemed within the scope of work of the most applicable item in the Bid. Specific limits of work may be established in the Drawings for some of the work items.

7-2 LUMP SUM WORK

Refer to SS 7-2. Delete the second paragraph and replace with the following:

Within ten days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review a preliminary Schedule of Values for all of the Work including quantities and prices of items, which, when added together, equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

Refer to SS 7-2. Add the following to the end:

Only items of work of value to the Owner (in the event of Contractor default) shall be included in the Schedule of Values. Items for mobilization, insurance, and other Contractor front-end costs are not allowed unless specifically included in the Bid.

Payment for bonds shall be paid on the first partial payment request, pursuant to the invoiced amount provided by the Contractor.

The Contractor shall provide a lump-sum breakdown for all lump-sum items as denoted in the Bid that exceed \$10,000 in value. The Engineer may furnish the Contractor with a list of subjects

and items to include in the lump-sum price breakdown. The Contractor shall list after each item the approximate proportioned cost for that item. These costs shall include a pro-rata share of general overhead costs, bonds, insurance, mobilization and demobilization, etc. The Contractor may be asked to verify any items and/or provide invoices/receipts, which, in the Engineer's opinion, are out of balance.

7-3 PAYMENT

Refer to SS 7-3.2. Delete SS 7-3.2 in its entirety and replace with the following:

Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

1. 95% of the value of the Work completed (with the balance being retainage).
2. 95% of cost of materials and equipment not incorporated in the Work that has been approved and paid for as Materials On Hand (with the balance being retainage).

In addition to the applicable retention, the whole or part of any payment of the estimated amount due the Contractor may be withheld as an additional retention if, in the Engineer's opinion, such course be deemed necessary to protect the Owner from loss due to the Contractor's failure to perform any of the following: 1) meet its obligations; 2) expedite the work; 3) correct rejected work; 4) settle damages; or 5) meet the deadlines on the approved construction schedule, including approvable shop drawing submittal.

Owner shall make progress payments on the basis of Contractor's Applications for Payment at an Owner/Contractor mutually agreed day of each month during performance of the Work as provided in SS 7-3, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the Special Provisions or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

Progress payments will be made only for work items of value to the Owner in the event that the Contractor should default at any point during the project. Items for mobilization, insurance, and other Contractor's front-end costs are not allowed to be paid unless specifically listed in the Bid or Special Provisions. No payment can be made for construction materials not delivered to the project work site.

Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to SS 7-3, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with SS 7-3 and the Special Provisions.

No estimate or payment shall be construed to be an acceptance of any defective work or improper materials.

Monthly progress payments (except for the final pay estimate) will not be made unless the value of the work results in an amount due of more than \$5,000.

The Contractor shall prepare the progress pay estimates using the "Contractor's Application for Payment" included in the Contract and approved by the Engineer, or similar.

Payment shall be made within 30 calendar days following the submittal to the Owner of an undisputed progress payment request signed by both the Engineer and the Contractor, for the work completed, inspected, and approved by the Engineer.

Upon receipt of a payment request, the Owner shall act in accordance with both of the following:

Each payment request shall be reviewed by the Engineer within ten (10) days after receipt for the purpose of determining that the payment request is a proper payment request.

Any payment request determined not to be a proper payment request suitable for payment shall be returned to the Contractor as soon as practicable, but not later than ten (10) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

For purposes of this section:

A "progress payment" includes all payments due the Contractor, except that portion of the final payment designated by the Contract as retention earnings.

A payment request shall be considered properly executed if funds are available for payment of the payment request, and payment is not delayed due to an audit inquiry by the financial officer of the Owner.

Prior to substantial completion, the Owner, with the approval of the Engineer and with the concurrence of the Contractor, may use any completed or substantially completed portions of the work. Such use shall not constitute an acceptance of such portions of the work. In all cases, work will not be considered substantially complete until all testing and functional acceptance test have been completed and accepted by the Engineer.

Final payment of retention shall be paid within the 60-day time limit after the date of completion of the work of improvement and in full accordance with and subject to any withholding under Public Contracting Code 7107.

In accordance with State of California Public Contract Code 7100, final payment of undisputed contract amounts is contingent upon the Contractor furnishing a release to the Owner and the Engineer as agent of the Owner from all claims and all liability to the Contractor for all things done or furnished in connection with the undisputed work and every act of the Owner and others relating to or arising out of the work. A form is attached to the end of this section which

is to be submitted for this purpose. Disputed contract claims in stated amounts may be specifically excluded by the Contractor from the operation of the release. No payment, however, final or otherwise, shall operate to release the Contractor or its sureties from obligations under this Contract and the Performance Bond, Payment Bond, and other bonds and warranties as herein provided.

Pursuant to Section 22300 of the Public Contract Code, the Contractor may substitute securities for any monies withheld by the Owner to ensure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld may be substituted for such amount by deposit of such securities with the Owner, and the Owner will then pay the amount withheld to the Contractor. Upon satisfactory completion of the Contract, the securities will be returned to the Contractor. Alternatively, the Contractor may request and the Owner shall make payment of retentions earned directly to the escrow agent at the expense of the Contractor as restricted by Section 22300 of the Public Contract Code.

Securities eligible for deposit by the Contractor shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates or deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the Owner.

The Contractor shall be the beneficial owner of any securities substituted for amounts withheld and shall receive any interest thereon.

An escrow agreement shall be entered into between the Contractor and the Owner in the event the Contractor determines to substitute securities for amounts withheld. The form of the escrow agreement shall be substantially similar to that stated in Section 22300 of the Public Contract Code.

Refer to SS 7-3.3. Add the following to the end:

Progress payments will include an allowance of 100 percent of the value of acceptable materials and equipment, less the applicable retention, that are furnished and delivered to the project site and properly stored but not used. The Contractor shall furnish the Engineer with copies of invoices of the acceptable materials to assist in the determination of their value and that they are for this project, to establish the Owner's interest. The Contractor shall be responsible for damage or loss of all job-site materials, regardless of payment, until final project acceptance.

7-4 PAYMENT FOR EXTRA WORK

Refer to SS 7-4.3. Delete SS 7-4.3.1 and 7-4.3.2 in their entirety and replace with the following:

7-4.3.1 Work by the Contractor. The following percentages shall be added to the Contractor's costs and shall constitute the markup for all overhead and profits:

Labor	15%
Materials	15%
Equipment Rental	15%

To the sum of the costs and markups provided for in this subsection, 1½ percent shall be added as compensation for bonding.

7-4.3.2 Work by a Subcontractor. When all or any part of the extra work is performed by a Subcontractor, the markup established above "Work by Contractor," shall be applied to the Subcontractor's actual cost of such work. A markup of 5 percent of the subcontracted portion of the extra work may be added by the Contractor.

PART 2 – CONSTRUCTION MATERIALS

As modified by the Drawings or other provisions of the Contract.

PART 3 – CONSTRUCTION METHODS

As modified by the Drawings or other provisions of the Contract.

PART 4 – EXISTING IMPROVEMENTS

As modified by the Drawings or other provisions of the Contract.

PART 6 – TEMPORARY TRAFFIC CONTROL

SECTION 600 – ACCESS

600-1 GENERAL

Refer to SS 600-1. Add the following to the end:

The Contractor shall provide for safe, continuous, and uninterrupted pedestrian and vehicular access to each commercial establishment adjacent to the work. The convenience of the general public and residents and the protection of persons and property are of prime importance and shall be provided for in an adequate and satisfactory manner. The Contractor shall keep the residents informed of its proposed work schedule in such a manner that residences will have adequate notice to move their vehicles if access to their dwelling will be temporarily interrupted. Any deviation from this requirement must have prior authorization from the Engineer.

Authorized representatives of federal, state, and local government officials shall at all times have access to the work wherever it is in preparation or progress, and the Contractor shall provide proper facilities for such inspection access.

RELEASE OF CLAIMS

PROJECT: Government Center IT Upgrades

OWNER: County of Siskiyou

ENGINEER: PACE ENGINEERING, INC.

CONTRACTOR:

The acceptance by the Contractor of the final payment for work shall release the Owner and the Engineer as agent of the Owner from all claims and all liability to the Contractor for all things done or furnished in connection with the work and every act of the Owner and others relating to or arising out of the work, except for previously disputed work. Disputed work will only be considered for possible future payment if it has been properly brought to the Engineer's attention and processed pursuant to General Provisions SS 2-9 CHANGED CONDITIONS and SS 2-10 DISPUTED WORK. The Contractor agrees there are no other claims that will be made, except those properly processed pursuant to these General Provisions. Previously disputed contract claims in stated amounts (if properly processed as disputed work) are specifically excluded by the Contractor from the operation of this release. No payment, however, final or otherwise, shall operate to release the Contractor or its sureties from obligations under this Contract and the Performance Bond, Labor and Materials Bond, and other bonds and warranties as herein provided.

Printed Name of Contractor's Representative
with Authority to Act for Contractor

Signature

Date

ENGINEER'S SUPPLEMENTARY CONDITIONS

1. CONTRACT DOCUMENTS FURNISHED TO CONTRACTOR

The Engineer will furnish to the Contractor, upon request and free of charge, one (1) copy of Contract Documents, complete with one (1) full-sized set of Drawings. Additional copies of Contract Documents or Drawings will be the responsibility of the Contractor to obtain.

2. NONDISCRIMINATION

Contractor herein agrees not to discriminate in its recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status in the performance of this Contract and to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246, and all administrative rules and regulations found to be applicable to Contractor and Subcontractor.

3. SITE INVESTIGATION AND REPRESENTATION

The Contractor acknowledges that it has satisfied itself as to the nature and location of the work, the general and local conditions, particularly those bearing upon availability of transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads, and uncertainties of weather, drainage courses, or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during the execution of the work, and all other matters that can in any way affect the work or the cost thereof under this Contract.

The Contractor further acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials to be encountered from inspecting the site, review of information made available by the Engineer and Owner, as well as from information presented by the Drawings and Specifications made a part of this Contract. Any failure by the Contractor to acquaint itself with all the available information will not relieve it from responsibility for properly estimating the difficulty or cost of successfully performing the work.

4. ATTORNEY'S FEES

Should any litigation, arbitration, or mediation be commenced between the parties to this contract, concerning the contract, any interpretation thereof, or the rights or duties of a party in relation thereto, the party prevailing in such action shall be entitled, in addition to such other relief as may be granted, to recover its court costs and attorney's fees as may be determined in such action.

5. FORMAT OF TECHNICAL SPECIFICATIONS

A reference to any Standard Specification (SS) or any other specification means that the Contractor shall perform the work in conformance with that specification. Statements of work such as excavate, install, provide, furnish, test, etc., without particular reference to who is doing the work shall be understood to be the Contractor. Simple reference of materials and/or equipment means the Contractor shall furnish these materials and/or equipment or an approved equivalent. In the absence of any statement regarding application or installation of materials or equipment, such item shall be installed or applied in accordance with the manufacturer's or supplier's instructions; or in the absence of such instructions, it shall be installed or applied pursuant to standard construction practice as approved by the Engineer.

6. SALVAGE OF MATERIALS AND EQUIPMENT

Unless otherwise indicated in the Drawings, all materials and equipment which are to be removed from the work, which in the Owner's opinion are valuable, shall remain the property of the Owner, and the Contractor shall carefully remove such materials and/or equipment and give them to the Owner.

7. OFF-SITE DISPOSAL OF MATERIALS

The Contractor shall make all arrangements for disposal of excess and waste material at offsite locations and shall pay all costs involved. Arrangements may include, but not be limited to, entering into agreements with property owners and obtaining necessary permits, licenses and environmental clearances. Before disposing of any material off the job site, the Contractor shall furnish to the Engineer satisfactory evidence that the Contractor has entered into agreements with the property owners of the site involved and has obtained said permits, licenses and clearances. The documentation provided shall verify that there will be no significant impact on wetlands, prime farmland, designated flood zones, or other sensitive environmental resources.

8. FIRE PREVENTION

The Contractor shall, at all times, exercise extreme care in public and private lands to prevent forest, grass, building (structures) and brush fires. The Contractor, prior to bidding, shall determine all regulations and rules relating to fire prevention and shall abide by them.

9. AUTHORITY TO PROVIDE A SERVICE

The Contractor must have legal authority to complete the service they are providing in the state of their residence.