

# INVITATION TO INFORMAL BID

DATE: 05/26/23

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OWNER NAME: YOLO COUNTY OFFICE OF EDUCATION  
PROJECT NAME: United Methodist Head Start Play Area  
212 2<sup>nd</sup> Street Woodland Ca 95695

OWNER'S CONTACT: Matthew Juchniewicz  
OWNER'S PHONE: 530-668-3777/530-405-7265  
OWNER'S EMAIL: [Matthew.juchniewicz@ycoe.org](mailto:Matthew.juchniewicz@ycoe.org)

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PROJECT NUMBER: 23 – PA - WCC

PROJECT DESCRIPTION (DOCUMENT MAY BE ATTACHED SPECIFYING INFORMATION)

## BID PROCESS & TIMELINE

1. An initial pre-bid meeting and job walk will be held on **(05/16/23)** by the design team and owner at **(212 2<sup>nd</sup> Street Woodland CA 95695)** All invited bidders are **required** to attend.
2. Invited bidders will receive a complete set of plans and specifications at the pre-bid meeting. A link may be given to the on-line project documents folder after an email has been sent by the contractor to the design team contact. All future correspondence will be sent to the provided email address.
3. All contractors and subcontractors must possess the proper license under the State laws governing their respective trades. **All contractors must be pre-approved (see attached prequalification criteria) by the YCOE. No bid shall be accepted from any non-pre-approved construction company. Be sure to thoroughly answer all questions and submit them with your bid. If you have been pre-qualified within the last 18 months, you need not re-apply. All contractors and subcontractors are required to bid for this project using the prevailing wage and comply with all DIR requirements.**
4. Each proposal shall be broken down by general construction divisions, provide an estimated construction timeline, and meet all requirements specified by the owner pertaining to required insurances, deposits, and/or bonds. (Additional information may be requested if provided information is inadequate.)
5. Bids may be emailed to [matthew.juchniewicz@ycoe.org](mailto:matthew.juchniewicz@ycoe.org), while CCing [ray.lippincott@ycoe.org](mailto:ray.lippincott@ycoe.org) and will not be accepted if past **(05/26/23 at 2:00 PM)**. All bidders will be contacted within 7 days of the bid deadline with bid results.
6. No bid may be withdrawn for a period of 30 days after the bid deadline.
7. The Owner reserves the right to waive minor informalities and irregularities and to reject any or all proposals.

**QUESTIONS OR INTERPRETATIONS**

1. Should a bidder find discrepancies in or omissions from the plans and/or specifications, or be in doubt as to their meaning, they should at once notify the Design Team/Owner who will send written instructions to all bidders. Neither the Owner nor the Design Team will be responsible for any oral instructions.
2. All requests for such interpretation or clarification shall be in writing or email to the design team/owner contact listed above. To be given consideration, the request must be received at least 3 days prior to the bid deadline of the project.
3. All interpretation and/or supplementary information will be made available to all prospective bidders no later than 2 days prior to the bid deadline.
4. Addendums and bulletins issued and received during the bidding process become part of contract documents and are the responsibility of the bidder to include in their proposal.

### **Pre-Qualification Process**

General Contractors/Vendors operating in a GC (General Contractor) capacity are requested to submit their qualifications for evaluation per the requirements outlined in Section A. In advance of submitting any bid, submitters are **required** to attend the **(05/16/23 at 9:00 AM)** at which time the Contractors will be given an opportunity to ask questions, review available documents, and visit the site.

After the qualification packages are received, YCOE will, potentially with the advice of the Architect/Consultant, evaluate the qualifications of each Contractor and decide as to which Contractors meet the established criteria outlined below. Each responding firm will be notified as to the disposition of their pre-qualification status.

Only these pre-qualified Contractors will be allowed to submit a bid on the project.

### **Summary of the Schedule:**

(05/16/23 at 9:00 AM)	Required pre-qualification conference, job walk, and site visit for General Contractors operating in a GC capacity. Construction documents distributed to contractors. <b>(212 2<sup>nd</sup> Street Woodland CA 95695)</b>
(05/26/23 at 2:00 PM)	1 copy of the General Contractor's pre-qualification package along with bid is due to the YCOE Support Operation Services Department
(05/29/23)	Anticipated award of contract.
(06/12/23)	Project start date. Sooner if possible.
(08/30/23)	Anticipated completion of contract.

**CONTRACTOR'S CERTIFICATION REGARDING ATTENDANCE AT PRE-  
BID SITE MEETING/INSPECTION TO BE EXECUTED AND SUBMITTED  
WITH CONTRACTORS BID**

In accordance with the requirements set forth in the Notice Inviting Bids regarding a mandatory pre-bid site meeting/inspection, the undersigned hereby certifies a designated and qualified representative, authorized to act on behalf of bidder, attended the mandatory pre-bid site meeting/inspection on **May 15, 2023**, at **212 2<sup>nd</sup> Street Woodland CA 95695 Woodland CA, 95695**. Bidder acquired and assembled all information provided, examined the site, and made relevant inquiries and is satisfied that bidder is thoroughly familiar with, and understands the physical characteristics of the site, the site location and the requirements of the plans and specifications.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title \_\_\_\_\_

Date: \_\_\_\_\_



## INSTRUCTIONS TO BIDDERS

To be considered, proposals (bids) must be made in accordance with the following instructions:

### 1. Proposals/Bids

- A. Proposals must be made on the form included in these bid documents. All items on the form shall be filled out, numbers shall be stated in writing and in figures, and the signatures of all individuals shall be in longhand. When requested by the YCOE, satisfactory evidence of the authority of the person signing on behalf of the company shall be furnished. A party's failure to properly sign required forms may result in rejection of the proposal. Each proposal must give the full name and business address of the proposing party.
- B. No telegraphic or telephone proposal or modifications to the form will be considered. Proposals shall not contain any recapitulation of the work to be done, and alternative proposals will not be considered unless called for.
- C. Should a bidder find a discrepancy in or omissions from the documents or should he/she be in doubt as to any meaning, he/she shall immediately notify the YCOE, who will send written instructions to all bidders. The YCOE will not be responsible for giving any oral instructions. All inquiries will be answered in writing and distributed to all bidders in the form of addenda to the contract prior to the opening bid date.
- D. All addenda or bulletins issued during the bidding period shall be included in the proposal and will become a part of the contract for the project.
- E. Pursuant to provisions of Section 4100 et seq. of the Public Contract Code, every bidder shall in his/her bid set forth:
  - a. The name and location of the place of business of each subcontractor who will perform work or labor or render service to the bidder in or about the work in an amount in excess of one-half of one percent of the bidder's total work.
  - b. The portion of the work that will be done by each subcontractor. If the bidder fails to specify a subcontractor for any portion of the work to be performed under the contract in excess of one-half of one percent of the bidder's total bid, he/she agrees to perform that portion himself/herself. The successful bidder shall not, without the consent of the YCOE, either:
    - i. Permit any subcontract to be assigned or transferred or allow the work to be performed by anyone other than the original subcontractor listed in the bid.
    - ii. Other than in the performance of a change order, sub-let or subcontract any portion of the work in excess of one-half of one percent of the total bid as to which his/her original bid did not designate a subcontractor.

- c. Proposals/bids must be accompanied by a cashier's check, or bid bond, for an amount not less than ten percent (10%) of the bid, made payable to the order of the YCOE. A bid bond shall be secured from a surety company satisfactory to the YCOE. The check or bond shall be given as a guarantee that the bidder will enter a contract if awarded the work. If the successful bidder refuses to enter into a contract within ten (10) days after being requested to do so, said bond or check shall be forfeited to the YCOE as the stipulated amount of liquidated damages and not as a penalty.
- d. Proposals must include all applicable taxes in the Proposal amount. The bidder is solely responsible for all taxes.

2. Deadline for Receipt of Proposals

Proposals must be submitted in a sealed opaque envelope clearly marked "**United Methodist Head Start Play Area**" and must be received by the Yolo County Office of Education, Woodland, CA 95776; (05/26/23.) Proposals received after 2:00 PM may not be considered.

3. Mandatory Pre-Bid Meeting/Walk-Through

The YCOE holds a mandatory pre-bid walk through for all bidding contractors. All contractors who plan to bid on the Project must attend this meeting and the minutes contain an attendance log, which must be signed by the contractors present. Contractors who do not attend this pre-bid meeting/walk through may have their bid deemed non-responsive and rejected by the YCOE. The Mandatory Pre-Bid meeting/walk through for this Project will be held at the date and time set forth in the Notice Inviting Bids.

4. Award or Rejection of Bids/Alternates

The Contract, if awarded, will be awarded to the lowest responsible bidder. The lowest responsible bidder shall be determined based on the lowest base bid, excluding consideration of the prices on the additive or deductive items that is in compliance with these instructions and the advertised Notice Inviting Bids or in a manner that prevents information that would identify bidders from being revealed to the public entity before ranking of bidders from lowest to highest, including consideration of the prices on the additive or deductive items. The competency and the responsibility of bidders and of their proposed subcontractors will be considered in making the award of the Contract. Any bidder before being awarded a contract may be required to furnish evidence satisfactory to YCOE that he/she and his/her proposed contractors have sufficient means and experience in the type of work called for and to assure completion of the contract in a satisfactory manner.

The YCOE reserves the right to reject the bid of any bidder based on non-responsibility and/or who has previously failed to perform properly on contracts with the YCOE. The YCOE reserves the right to reject any or all bids or alternates and waive any informality or irregularity in the bids or in the bidding.

5. Verification of Low Bidder



Once the YCOE has determined which contractor is the apparent low bidder and is deemed to be responsible, the YCOE shall notify the apparent low bidder and request that the apparent low bidder confirm his/her/its bid, in writing, to the YCOE within forty-eight (48) hours of being notified by the YCOE that he/she/it is the apparent low bidder. Failure of the apparent low bidder to timely confirm his/her/its bid may result in the YCOE finding the apparent low bidder's bid non-responsive.

6. Bonds

The successful bidder shall furnish a Faithful Performance Bond and payment bond in the form set forth in the contract documents and included herewith.

7. Execution of Contract

The successful bidder shall, within ten (10) calendar days of receiving this notification of award of the contract, sign and deliver to the YCOE the executed contract. In the event the party to whom an award is made fails or refuses to execute the contract within ten (10) calendar days, the YCOE may seek damages for breach of the contract and may award the contract to one of the other responsible parties.

8. Withdrawal of Proposal

Bids may be withdrawn by the bidder prior to the time fixed for opening of bids. Thereafter the proposals may not be withdrawn for a period of sixty (60) days.

9. Anti-Discrimination

The successful bidder shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin or ancestry, physical handicap, mental condition, marital status or sex. The contractor will comply with all provisions of Executive Order No. 10925 of March 6, 1961, as amended, and all rules and regulations and relevant orders of the President's Committee on Equal Employment Opportunity created thereby. The Contractor shall also comply with the California Fair Employment and Housing Act. (Gov. Code §12900 et seq.)

10. Worker's Compensation

In accordance with the provisions of Section 3700 of the Labor Code, every contractor is required to secure payment of compensation to his employees.

Each contractor to whom a public works contract is awarded is required to sign and file with the awarding body the following certification prior to performing the work of the contract, a copy of which is enclosed herewith.

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.

11. Compliance with Laws and Regulations

The successful bidder/contractor shall comply with all laws and regulations governing contractor's performance on a public project including, but not limited to, anti-

discrimination laws, workers' compensation laws, prevailing wage laws set forth in Labor Code Section 1770 et seq., licensing laws and registration to bid on a public work contract set forth in Labor Code Section 1720 et seq.; 1725.5.

12. License Information

Each bidder shall list his/her license number, license type and expiration date. Each bidder must be a contractor properly licensed to perform the work covered by the bid documents upon which it is bidding with an active license in good standing as of the date of receipt of bids. The license must be issued by the Contractors' State License Board (CSLB) of California and must be maintained in good standing throughout the term of the Contract.

- 12.1 All subcontractors must be properly licensed by the CSLB to perform the work they will be undertaking and must maintain their licenses in good standing throughout the terms of the Contract.
- 12.2 If two or more business entities submit a bid on a Project as a Joint Venture or expect to submit a bid as part of a Joint Venture, each entity within the Joint Venture must be properly licensed by the CSLB and the bid proposal must list each entities license number, license type and expiration date on the bid proposal.

13. Child Support Compliance

For every contract in excess of \$100,000.00, only the successful bidder will be required to acknowledge that he/she is aware of the State's policy regarding the importance of child and family support obligations and that to the best of his/her knowledge, he/she is fully complying with the earnings assignment order of all employees and providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department. Bidders shall submit a completed child support compliance acknowledgment, in a form acceptable to the YCOE.

14. Estimated Quantities

If the Bidding Documents provide information concerning estimated quantities of work to be performed, the estimated quantities are approximate only, being given as a basis for the comparison of bids. YCOE does not, expressly or by implication, agree that the actual amount of work will correspond with the estimate, and YCOE reserves the right to increase or decrease the amount of any class or portion of the work, as may be deemed necessary or advisable by YCOE, with no adjustment to the unit price except as expressly provided in the Contract Documents.

15. Bid Protest Procedure

Any protest relating to the form or content of the bidding or Contract Documents must be submitted in writing to YCOE at least ten (10) business days before the original date set for bid opening in the Notice to Bidders. Any bidder who submits a bid shall be deemed to have waived any protest to the form or content of the bidding or Contract Documents.



Any bid protest relating to the award of the Contract for the Project, other than a protest addressing the form or content of the bidding or Contract Documents, must be submitted in writing to YCOE so that it is received by YCOE before 5:00 p.m. on the third business day following the bid opening. Failure to deliver a written protest within the designated period shall constitute a waiver of the bidder's right to protest YCOE's determination and intended action, whether administratively or through legal proceedings, and shall render YCOE's action relative to the bid's final, binding, and un-appealable by such bidder.

The initial protest document shall contain a complete statement of the basis for the protest, including the legal and factual basis for the action requested. The protest shall refer to the specific portion(s) of the Contract Documents upon which the bidder relies in support of the protest and include as exhibits all documents relied upon in support of the protest. The protest shall include the name, address, telephone, and fax numbers of the protesting party and any person representing the protesting party.

The party filing the protest shall concurrently transmit a copy of the initial protest document and any attached documentation or exhibits to all other known bidders at the address specified on YCOE's plan holder list. The documents shall be transmitted by fax or overnight delivery service.

The procedure and time limits set forth in this paragraph are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code claim or legal proceedings.

16. Certification of All Claims Submitted/Notification of Enforcement of False Claims Act

The successful Bidder will be required to certify the accuracy of all claims submitted to the YCOE, as part of the submission of such claim(s). Each claim must be accompanied by the following certification:

I have personal knowledge of the contents of the claim being submitted to the YCOE. I have personal knowledge that the facts contained within this claim and any supporting documentation are true and/or I am informed and believe that they are true. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2022 in \_\_\_\_\_  
California.

In addition, Contractor expressly acknowledges that it is aware of the provisions of the state and federal False Claims Act and is also aware that if a false claim is knowingly submitted (as the term "Claim" and "Knowingly" are defined in California Government Code Section 12650 et seq.), the YCOE will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

The False claims listed in the California FCA are as follows:

1. Knowingly presents or causes to be presented to an officer or an employee of the state or any political subdivision thereof, a false claim for payment or approval. (Cal. Government Code 12651(a)(1))
2. Knowingly makes, uses or causes to be made a false record or statement to get a false claim paid or approved by the state or by any political subdivision. (Cal. Government Code 12651(a)(2))
3. Conspires to commit a violation of the False Claims Act. (Cal. Government Code 12651(a)(3))
4. Has possession, custody, or control of public property or money used or to be used by the state or by any political subdivision and knowingly delivers or causes to be delivered less property than the amount for which the person receives a certificate or receipt. (Cal. Government Code 12651(a)(4))
5. Is authorized to make or deliver a document certifying receipt of property used or to be used by the state or by any political subdivision and knowingly makes or delivers a receipt that falsely represents the property used or to be used. (Cal. Government Code 12651(a)(5))
6. Knowingly buys or receives as a pledge of an obligation or debt, public property from any person who lawfully may not sell or pledge the property. (Cal. Government Code 12651(a)(6))
7. Knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid or decrease an obligation to pay or transmit money or property to the state or to any political subdivision. (Cal. Government Code 12651(a)(7))
8. Is a beneficiary of an inadvertent submission of a false claim to the state or a political subdivision, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the state or the political subdivision within a reasonable time after discovery of the false claim." (Cal. Government Code 12651(a)(8)) (Note: This places a burden on general contractors to exercise due diligence in reviewing subcontractor claims before passing them through to the YCOE. If a general contractor passes through a claim and then later discovers that it is false, the general contractor must notify the YCOE and either withdraw the claim or be subject to false claims liability.)

For illustrative purposes only, the following may constitute a violation of the False Claims Act:

1. Falsification of hours set forth in timecards.
2. Overstating wage rates.
3. Submitting billings for costs or services not actually incurred on the project.

4. Altering invoices submitted by subcontractors or suppliers.
5. Double billing for the same work.
6. Colluding with third parties to submit overstated charges.
7. Substitution of cheaper or substandard materials.
8. Invoicing for unallowable costs.
9. Submitting false subcontractor pass through claims.
10. False certifications in any area required by contract, state or federal law.
11. Deductive change orders (reverse false claim);
12. False certifications for equitable reimbursement of change orders.
13. Misrepresenting that work meets contract requirements.
14. Misrepresenting that contractor is paying applicable prevailing wages.
15. Misrepresenting that contractor is paying all its subcontractors appropriately.
16. Misrepresenting that work is subject to reimbursement, etc.

#### 17. Indemnity

The successful proposing party must hold harmless and fully indemnify the YCOE, its Board of Directors, officers, employees, and agents from all damages or claims for damages, costs, or expenses that may at any time arise out of the party's performance of, or failure to perform, acts required by the contract documents.

#### 18. Required documents to be submitted with bid.

With submission of the bid, please include the following forms listed below, which need to be fully executed and signed. All other forms will be completed at the time of contract if you are the successful bidder.

1. Contractor Pre-qualification
2. Bid Form
3. Bid Bond
4. Non-Collusion Affidavit
5. Statement of Experience
6. Contractor's Certification Regarding Department of Industrial Relations Registration
7. Contractor's Certification Regarding Attendance at Pre-bid Site Meeting (Site Visit Certification)

#### 19. Additional required documents to be executed with contract for lowest responsive and responsible bidder.

Once awarded, the contract will include the following forms listed below, which need to be fully executed and signed.

1. Workman's Comp Certificate
2. Contractor's Background Certification
3. Child Family Support Acknowledgement
4. Covid Vaccine Certification
5. CDC Guideline Certification
6. Payment Bond
7. Performance Bond





TO THE:

Yolo County Office of Education  
1280 Santa Anita Court  
Woodland, CA 95776

Pursuant to the Invitation to Informal Bid, having reviewed all contract documents and the site(s) of the work, the undersigned hereby proposes to furnish all work, labor, materials, transportation, equipment, and services necessary for the **United Methodist Head Start Play Area Project** all in accordance with the specifications and working details and all other contract documents.

In submitting this Bid, Bidder represents that:

(a) Bidder has examined copies of all Contract Documents, including the Invitation to Bid, and the following addenda:

Addenda Numbers:

(b) Bidder has examined the site and locality where the work is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules, and regulations) and the conditions affecting cost, progress or performance of the work and has made such independent investigations as Bidder deems necessary.

Bidder will complete the work for the following price(s):

**BASE BID**

(\$ ) which sum includes all labor, materials, transportation, and services necessary to complete the **United Methodist Head Start Play Area Project** and State of California and local sales or use taxes, license, or permit fees, if any.

ALTERNATES: [Cross-Reference: See Section \_\_\_\_\_ of Project Manual and /or Specifications]

The YCOE reserves the right to accept, during any phase of the project, by change order, any additive or deductive alternate(s), in whole or in part, not incorporated into the contract at the time of

**BID FORM**

execution of the contract. If the YCOE elects at any time to accept an additive or deductive alternate, or any portion thereof, the deduction taken or increase incurred shall be that which was originally set forth in the bid. Further, the YCOE reserves the right to add back into the project or to delete from the project, as applicable, during any phase of the project, by change order, any additive or deductive alternate(s) taken at the time of execution of the contract, in whole or in part. If the YCOE elects at any time to add back into the contract a deductive alternate previously taken, the additional cost to the YCOE shall be limited to that set forth in the original bid. If the YCOE elects at any time to delete an additive alternate previously taken, the reduction in contract price shall be the amount set forth in the original bid for the alternate.

A. Deductive Alternates: State the amount to be deducted for the following Alternates:

1. Alternate No. 1: \$ \_\_\_\_\_
2. Alternate No. 2: \$ \_\_\_\_\_
3. Alternate No. 3: \$ \_\_\_\_\_
4. Alternate No. 4: \$ \_\_\_\_\_

B. Additive Alternates: State the amount to be added to the Based Bid for the following Alternates:

1. Alternate No. 1: \$ \_\_\_\_\_
2. Alternate No. 2: \$ \_\_\_\_\_
3. Alternate No. 3: \$ \_\_\_\_\_
4. Alternate No. 4: \$ \_\_\_\_\_

[Attach Additional Sheets if Needed]

If awarded the contract, the undersigned will begin work not later than ten (10) days after being notified in writing by the YCOE's Representative to commence work on the project. The undersigned will complete the work described above within **the One Hundred & Eighty (180) Calendar** days after the date of commencement.

Department of Industrial Relations

**This is a prevailing wage project, subject to the provisions of a Labor Compliance Program (LCP) pursuant to the California Labor Code and the California Code of Regulations. All**

**BID FORM**

General Contractors and all Sub-Contractors must annually renew the DIR registration for the duration of the project. Public works refers to construction, alteration, demolition, installation, or repair work (including maintenance) done under contract and paid for by public funds. For a more detailed explanation of public works projects, please refer to California Labor Code 1720 – 1720.6. The requirement to use only registered General Contractors and Sub-Contractors on public works projects, greater than \$1,000, applies to all projects awarded on or after April 1, 2015. After April 1, 2015, no bid will be accepted and no contract, subcontract or purchase order shall be issued without proof that the General Contractor or Sub-Contractor is registered. General Contractor must submit proof of DIR Registration at the time of Bid. Yolo County Office of Education will not accept bids for public works projects if the Contractor or Sub-Contractor is not registered through the Public Works Contract Registration Program.

Insurances

**Commercial general liability** coverage at least as broad as Insurance Services Office Commercial General Liability occurrence coverage ("occurrence" form CG0001, Ed. 11/88) with a limit of not less than \$1,000,000 per occurrence. If the insurance includes a general aggregate limit, that limit shall apply separately to this contract, or it shall be at least twice the required per occurrence limit.

**Business automobile liability** insurance at least as broad as Insurance Services office form CA 0001 (Ed. 12/90) covering Automobile Liability, code 1 "any auto" and endorsement CA 0029 (Ed. 12/88) with a limit not less than \$1,000,000 per accident.

**Workers Compensation** insurance as required by the State of California and employer's liability insurance with a limit not less than \$1,000,000 per accident.

Enclosed is a ( ) cash deposit, ( ) cashier's check, or ( ) surety bid bond (check as appropriate) of the \_\_\_\_\_ (Name of Surety if bid bond submitted) in an amount not less than ten (10%) percent of the amount bid.

The undersigned agrees that the enclosed cash deposit, cashier's check, or surety bond shall



**BID FORM**

be left on deposit with YCOE and that it's amount is the measure of the damages which the YCOE will sustain by failure of the undersigned to sign and deliver the above agreement and bonds within ten (10) days of written notice of the award of the contract and that in the event the undersigned fails to or refuses to enter into a written contract within ten (10) days after being requested to do so, said money, check, or surety bond shall be forfeited to YCOE as the stipulated amount of liquidated damages and not as a penalty By submission of a bid, a bidder certifies possession of a duly issued and valid contractor's license issued by the State of California, which license authorizes bidder to contract to perform the type of work required by the specifications. Should the bidder fail to provide the information requested below concerning State Contractor's license number and classification, the YCOE may reject the bid as non-responsive.

CONTRACTOR: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone No.: \_\_\_\_\_

State License No: \_\_\_\_\_

State License Classification: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

DIR Registration No: \_\_\_\_\_

Dated this \_\_\_\_ day of \_\_\_\_\_, 2023.

**(Note to Bidders:** No bid shall be valid unless signed by the person making the bid. If the party is an individual, the same shall be signed by the individual; if the party is a partnership, the same shall be signed by a valid partner; and if the party is a corporation, the same shall be signed by its properly authorized officer or officers.)



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## GENERAL CONSTRUCTION CONTRACT

THIS CONTRACT made on \_\_\_\_\_ by and between the Yolo County Office of Education, a political subdivision of the State of California, hereinafter called the "YCOE", and \_\_\_\_\_ hereinafter called "Contractor".

YCOE and Contractor, for valuable consideration, hereby agree as follows:

1. THE CONTRACT DOCUMENTS: The complete Contract consists of the following documents incorporated herein by this reference: (Check all that apply)

- ☒ Notice Inviting Bids
- ☒ Instructions to Bidders
- ☒ Mandatory Job Walk Sign in
- ☒ Bid Bond
- ☒ Accepted Bid
- ☒ Statement of Experience
- ☒ General Construction Contract
- ☒ General Conditions
- ☒ Payment Bond to Accompany Contract
- ☒ Performance Bond to Accompany Contract
- ☐ Warranty Maintenance Bond
- ☒ Non collusion affidavit
- ☒ Workers compensation affidavit
- ☒ Fingerprint/background certification
- ☒ Department of Industrial Relations registration certification
- ☒ Site visit certification
- ☒ Child support acknowledgment
- ☐ Disabled Veteran Business Enterprise Certification
- ☒ Covid-19 Certificate of Compliance
- ☒ COVID-19 Vaccine Verification
- ☒ Project Specifications
- ☐ Working Details and Plans
- ☐ Addenda
- ☐ Supplemental General Conditions

Any and all obligations of the YCOE and the Contractor are fully set forth and described therein.

All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all documents. The documents comprising the complete contract are sometimes referred to as the Contract Documents. In case of conflict between the plans and specifications on the one hand, and remaining contract documents on the other, the document shall be read and interpreted as a whole, and in a manner to give effect to the intent of the YCOE and the Architect in the original design and construction scheme. If there is conflict between the Engineer's and Architect's

## GENERAL CONSTRUCTION CONTRACT

interpretations, the Architect's interpretations shall govern. If there is any conflict between the plans and the specifications, the contractor will bring the conflict to the attention of the Architect/YCOE, and the Architect in consultation with the YCOE shall resolve the conflict, and the contractor shall follow the Architect/YCOE's instructions.

2. THE WORK. Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, transportation and material necessary to perform and complete in a good and workmanlike manner, the **United Methodist Head Start Play Area Project** as called for, and in the manner designated in, and in strict conformity with, the Plans and Specifications prepared by YCOE, and adopted by the YCOE, which Plans and Specifications are entitled, respectively, **United Methodist Head Start Play Area Project** and which Plans and Specifications are identified by the signatures of the parties to this Contract. It is understood and agreed that all tools, equipment, apparatus, facilities, labor, transportation, and material shall be furnished, and all work performed and completed as required in the Plans and Specifications under the sole direction and control of the Contractor, and subject to inspection and approval of the YCOE, or its representatives. The YCOE hereby designates as its representative for the purpose of this Contract the following named person: **Matt Juchniewicz.**

3. CONTRACT PRICE: The YCOE agrees to pay and the Contractor agrees to accept, in full payment for the work above agreed to be done, the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) subject to additions and deductions as provided in the Contract Documents. Said sum includes the base bid and accepted Alternate Proposition(s) \_\_\_\_\_ numbered \_\_\_\_\_. All other Alternate Propositions are rejected by YCOE and are not included in this Contract.

4. GOVERNING TERMS AND CONDITIONS: The documents identified in paragraph 1 above, constitute the entire contract between YCOE and Contractor. Contractor and YCOE have significant rights and responsibilities pursuant to this Agreement. Specifically, Contractor performance, rights and obligations hereunder are governed by all contract documents and significant obligations and rights are set forth in the General Conditions and Supplemental Conditions, if any. By executing this Agreement, Contractor acknowledges that he/she/it has read and reviewed all of the contract documents including the General Conditions and Supplemental Conditions, if any, and that he/she/it is fully aware and understands the contents of the contract documents.

5. POST-AWARD SUBMITTAL REQUIREMENTS: In addition to the submission of the required payment and performance bonds and the certificate of insurance, the Contractor shall also submit to YCOE, within ten (10) calendar days of execution of this Agreement the following: [insert any additional requirements]

**GENERAL CONSTRUCTION CONTRACT**

YCOE:

Contractor:

Yolo County Office of Education  
1280 Santa Anita Court  
Woodland, CA 95776

IN WITNESS WHEREOF, identical counterparts of this Contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the day and year first herein written.

Attest:

Yolo County Office of Education  
1280 Santa Anita Court  
Woodland, CA 95776

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_

Robert E. Thurbon, Attorney at Law Inc.  
Attorneys for the YCOE

Contractor:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



## GENERAL CONDITIONS

1. ACCEPTANCE OF NON-CONFORMING WORK: YCOE reserves the right to accept non-conforming work, in consultation with the Architect, and in such case, acceptance of non-conforming work shall result in an equitable adjustment in the total contract price reflecting the reduced value of the non-conforming work as determined by mutual agreement between YCOE and Contractor.
  - 1.1 REJECTION OF NON-CONFORMING WORK: The Contractor shall promptly correct all work rejected by the Architect as defective or failing to conform to the Contract Documents whether observed before or after substantial completion and whether or not fabricated, installed, or completed. The Contractor shall bear all costs of correcting such rejected work, including, but not limited to, re-inspection, redesign, and as applicable the following costs:
    - a. Owner: PM/CM: 4 hour minimum @ \$200 per hour or current rate in effect at time of correction;
    - b. Architect: Office/Field: 4 hour minimum @ \$195 per hour or current rate in effect at time of correction.
    - c. Project Inspector: 4 hour minimum @ \$100 per hour or current rate in effect at time of correction;
    - d. Test Lab: 4 hour minimum @ \$150 per hour or current rate in effect at time of correction.
  - 1.2 FINAL INSPECTION – REINSPECTIONS: When Contractor believes the Work, including the punch list, is complete, it shall submit written certification of the same pursuant to Closeout Procedures. Thereafter, the Work shall be inspected by the YCOE and Architect. If Architect and YCOE determine that the Work is not complete, or is defective or otherwise in need of correction, the Contractor shall be notified of the same and if any further inspections, approvals, testing, reviews, et cetera, need to be performed by the YCOE and Architect as a result thereof, such work may, at the YCOE's discretion, be back charged to the Contractor.
2. ACCIDENT PREVENTION: Precaution shall be always exercised for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery and equipment shall be guarded, and other hazards shall be eliminated in accordance with the safety provisions of the Construction Safety Orders issued by the Industrial Accident Commission of the State of California.



3. ARBITRATION: This contract is subject to Public Contracts Code §20104. Specifically, claims for three hundred and seventy-five thousand (\$375,000.00) dollars or less which arise between the Contractor and the YCOE shall be resolved as follows:

3.1. Definition: "Claim" means a separate demand by the Contractor for:

- a. a time extension.
- b. payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to; or
- c. an amount the payment of which is disputed by the YCOE.

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

- a. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. This provision shall not extend the time limit or otherwise supersede notice requirements set forth in other provisions of the contract documents.
- b. For claims of less than fifty thousand (\$50,000.00) dollars, the YCOE shall respond in writing to any written claim within forty-five (45) days receipt of the claim or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the YCOE may have against the claimant. If additional information is thereafter required, it shall be requested and provided upon mutual agreement by the YCOE and the claimant. The YCOE's written response to the claim, as further documented, shall be submitted to the claimant within fifteen (15) days after receipt of the further documentation or within a period no greater than that taken by the claimant in producing the additional information, whichever is greater.
- c. For claims over fifty thousand (\$50,000.00) dollars and less than or equal to three hundred and seventy-five thousand (\$375,000.00) dollars, the YCOE shall respond in writing to all written claims within sixty (60) days of receipt of the claim, or may request, in writing, within thirty (30) days receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the YCOE may have against the claimant. If additional information is thereafter required, it shall be requested and provided upon mutual agreement of the YCOE and the claimant. The YCOE's written response to the claim as further documented shall be submitted to the claimant within thirty (30) days after receipt of the further

documentation or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

- d. If the claimant disputes the YCOE's written response, or if the YCOE fails to respond within the time prescribed, the claimant may so notify the YCOE in writing either within fifteen (15) days of receipt of the YCOE's response or within fifteen (15) days of the YCOE's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the YCOE shall schedule a meet and confer conference within thirty (30) days.
  - e. If, following the meet and confer conference, the claim or any portion remains in dispute, the claimant may file a claim pursuant to Government Code §900 et seq.
  - f. If claimant's claim is not resolved pursuant to his/her filing of the claim pursuant to Government Code §900 et seq., claimant may proceed with a civil action which shall be governed by the provisions of Public Contracts Code §20104.4. Specifically, the court will submit the matter to non-binding mediation unless the YCOE and claimant waive non-binding mediation and thereafter, if the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure.
4. ARCHITECT/ENGINEER: The YCOE has not retained an Architect/Engineer for this project. The Architect/Engineer will advise and consult with the YCOE, and all of the YCOE's instructions to the Contractor shall be issued through the Architect/Engineer. The Architect is responsible for the overall design of the project and the final authority, in consultation with the YCOE, in judgments of aesthetic consideration. The drawings, specifications, sketches and other data necessary to define the work covered by these contract documents have been prepared by the Architect. The Architect shall observe the construction to determine general compliance with the contract documents and the Architect shall interpret the drawings and specifications consistent with the intent of the drawings and specifications. The Architect shall evaluate, and review shop drawings, samples and other submittals required and maintain an up-to-date log of all such items processed. The Architect shall consult with the YCOE, Contractor(s) and any state or city agency having jurisdiction over the work whenever necessary to further the best interest of the project.
5. AS-BUILT DRAWINGS: The Contractor will be given one extra set of Drawings and Specifications by the Architect which shall be kept at the site of the work at all times. As built drawings required to be kept on site include a complete set of drawings for all trades including, but not necessarily limited to, civil, structural, architectural, electrical, plumbing,



mechanical, landscape, auxiliary such Enviroplex. Exact locations of all pipes and conduits and all changes in construction and details shall be indicated and dimensioned upon these drawings, and all changes in materials and equipment installed shall be indicated in these Specifications. As-builts drawings shall be updated on a monthly basis. Progress payments to the Contractor shall be withheld by the YCOE until as-built documents are up to date. Upon completion of the work, the "as-built" Drawings and Specifications shall be returned to the YCOE prior to final payment. Contractor guarantees the accuracy of the "as-built drawings" and Contractor shall indemnify YCOE from any loss incurred as a result of inaccurately submitted "as-built drawings". The warranty of accuracy of the as-built drawings shall survive the completion of Contractor's obligations hereunder and shall be in effect for the useful life of the completed project, excepting that destruction of the project or revision or reconstruction of the building after completion of the project shall relieve Contractor of his/her obligation of accuracy in the as-built drawings regarding the portion(s) of systems or building change or altered by subsequent reconstruction.

6. ASSIGNMENT: Neither party to the Contract shall assign the Contract as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him/her hereunder, without the previous written consent of the YCOE. Assignment of this contract or any part thereof without the prior written consent of the YCOE shall constitute a material breach of this Agreement and entitle YCOE to exercise any and all rights provided for by this Agreement or by law for such material breach.
7. ATTORNEYS' FEES: In the event of any action or proceeding, brought by any party against any other party pursuant to this Agreement, the prevailing party shall be entitled to recover all costs and expenses, including the actual fees of it's attorneys, incurred for prosecution, defense, consultation or advice in such action or proceeding, not limited to but including cost of expert witnesses, attorney preparation, and cost of discovery and investigation. In awarding attorney fees, the court will not be bound by any court fee schedule but shall, if it is in the interest of justice to do so, award the full amount of cost, expenses, attorney fees paid or incurred in good faith. This provision shall not be applicable to the alternative dispute resolution set forth in Public Contracts Code §20104 et seq., until such time as the case is assigned to judicial arbitration, by a court of competent jurisdiction or, if not assigned for judicial arbitration, when the case is heard before a court of competent jurisdiction.
8. AUDIT: YCOE may at all times review and audit Contractor's cost accounting records and other job records and Contractor will afford YCOE reasonable facilities for such audits. Contractor shall preserve all job records for at least five (5) years after the completion of the project.
9. BINDING AGREEMENT: This Agreement, including all documents comprising the complete construction contract, shall be binding upon the YCOE and Contractor and upon their successors and assigns and shall enure to the benefit of the YCOE and Contractor and their successors and assigns.

10. BONDS: The Contractor shall furnish the YCOE, within three (3) days after award of the Contract and prior to execution of the Contract and the beginning of work, with the following separate surety bonds:

10.1 Faithful Performance Bond: Said bond shall be in an amount equal to one hundred percent (100%) of the Contract price, shall be for the faithful performance of the Contract, shall be approved by the YCOE, and shall be secured from an admitted surety or sureties satisfactory to YCOE. An admitted surety is an insurance organization authorized by the Insurance Commissioner to transact surety business in the State of California during this calendar year.

10.2 Payment Bond: Said bond shall be in an amount equal to one hundred percent (100%) of the Contract price, shall be approved by the YCOE, and shall be secured from an admitted surety or sureties satisfactory to YCOE. An admitted surety is an insurance organization authorized by the Insurance Commissioner to transact surety business in the State of California during this calendar year.

Each bond shall be in the form set forth in the contract documents.

11. CHANGE ORDERS:

11.1 YCOE, without invalidating contract, and as provided by law, may order extra work or make changes by altering, adding to, or deducting from work, contract sum being adjusted accordingly. All such work shall be executed under conditions of original contract. Contractor shall increase the amounts of his payment and performance bonds in proportion to any increase in price. In giving instructions, Architect, with the prior approval of YCOE, shall have authority to make minor changes in work not involving change in cost and not inconsistent with purposes of building. Otherwise, except in an emergency endangering life or property, no extra work or change shall be made except in pursuance of a written change order from the YCOE, and no claim for addition to the contract sum shall be valid unless so ordered.

11.2 If the contractor is delayed in completing the work by reason of any change made pursuant to this Article, the time for completion of the work shall be extended by the same change order for a period commensurate with such delay, without additional compensation, and Contractor shall not be subject to liquidated damages for this extension. No extension of time will be granted for change orders that, in the opinion of the Architect, do not affect the critical path of the project.

11.3. All change orders shall be signed by YCOE and the Architect.

11.4. Value of any such extra work, change, or deduction shall be determined at the sole discretion of the YCOE in either of the two following ways set forth in subsection 11.4.a. or 11.4.b. Contractor understands and agrees that regardless of which process YCOE elects to utilize that when submitting any change order



proposal that such change order shall be broken down separately to itemize labor, by trade and hourly rate, for any trade performing work on the project and materials for any one activity. Contractor also understands and agrees that when submitting its itemized change order proposal, that Contractor shall only be allowed to submit a cost proposal for labor that reflects the wage rates set forth in the Schedule of Values for the trade that is currently on file with the YCOE and Architect at the time the change order proposal is submitted.

a. Acceptable lump sum proposal from Contractor properly itemized and supported by sufficient substantiating data to permit evaluation with a combined mark-up for all overhead and profit based on the formula set forth in section B. (5) of this Article. The contractor's written proposal must be broken down and submitted, in writing, in the format set forth in Section 11.4.b.1 through 11.4.b.7.

b. Time and Material: "Force Account" for direct costs for labor, material, and equipment rental plus markups for overhead and profit for Prime Contract, Subcontractor, and Sub-subcontractors as applicable. (Supervision is to be included in markup unless specifically agreed to in advance that special supervision is required.)

1. Labor: Attach itemized direct hourly rates in accordance with certified payroll records times total hours expended. Separately show dollar amount for employer-paid payroll taxes/insurance benefits.

Enter total as direct labor item. \_\_\_\_\_

2. Material: Attach receipts, invoices or itemized quantity units' costs plus tax and delivery.

Enter total as material item. \_\_\_\_\_

3. Equipment: Attach receipts, invoices, or tear tickets indicating unit costs and total hours or loads charged. (Small tools with a value of less than \$500.00 are to be included in markup.)

Enter total as rental item. \_\_\_\_\_

4. SUBTOTAL (Lines 1+2+3)

5. Combined Markup: FOR ALL OVERHEAD AND PROFIT SHALL BE BASED ON THE FOLLOWING:

a. For the Prime Contractor, for work performed by his forces, fifteen (15%) percent of his direct subtotal cost. These fifteen (15%) markups represents payment for profit, overhead, insurance, taxes, indirect supervision, bonds,

warranty and any other costs incurred by Contractor in connection therewith.

- b. For the Prime Contractor, for work performed by a Subcontractor's forces, five (5%) percent of the direct subtotal cost due the Subcontractor, with no mark-up on mark-up. These five (5%) markups represents payment for profit, overhead, insurance, taxes, indirect supervision, bonds, warranty and any other costs incurred by Contractor in connection therewith.
- c. For a Subcontractor or Sub-subcontractor, for work performed by their own forces, fifteen (15%) percent of their own direct subtotal costs. These fifteen (15%) markups represents payment for profit, overhead, insurance, taxes, indirect supervision, bonds, warranty and any other costs incurred by sub-contractor in connection therewith.
- d. For a Subcontractor, for work performed by a Sub-subcontractor, five (5%) percent of the direct subtotal cost due the Sub-subcontractor. These five (5%) markups represents payment for profit, overhead, insurance, taxes, indirect supervision, bonds, warranty and any other costs incurred by Contractor in connection therewith.

6. SUBTOTAL (Lines 4+5) \_\_\_\_\_

7. TOTAL CHANGE ORDER REQUEST: \_\_\_\_\_

- c.. If the Contractor should claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation obligates the YCOE to pay additional compensation to the Contractor or to grant an extension of time for the completion of the contract, or constitutes a waiver of any provision in the contract, he shall notify the YCOE, in writing, of such claim within ten (10) days from the date he has actual or constructive notice of the factual basis supporting the claim. The Contractor's failure to notify the YCOE within such period shall be deemed a waiver and relinquishment of the claim against the YCOE. If such notice be given within the specified time, the procedure shall be as stated above in this Article.
- d. Contractor Initiated Change Orders: Contractor understands that with respect to Contractor initiated change orders, that Contractor shall be solely responsible for all costs associated with the review process including, but not limited to, Architect review, engineers review, inspection, DSA approvals, et cetera.



- e. Back Charge for Failure to Timely Submit Information for Proposed Change Orders: Contractor understands that it shall, within ten (10) calendar days of receipt of a demand by YCOE, provide to YCOE, in writing, an itemized list of all costs and/or credits (as applicable) for any Contractor initiated change orders. Contractor further understands that a failure to comply with this provision will result in the YCOE obtaining the necessary information and back charging the Contractor for all costs incurred in having to take this action.
- f.. All costs for supervision shall be part of the Contractor's or subcontractor's overhead including, but not limited to, cost of bond, office/clerical support, home office overhead, administrative expenses, profit, overhead, insurance, taxes, indirect supervision, bonds, warranty, and any other costs incurred by Contractor in connection therewith.

12. CLEANUP:

- 12.1 The Contractor shall protect and preserve the work from all damage or accident, providing any temporary roofs, window and door coverings, boxings, or other construction as required. This shall include any adjoining property of the YCOE, or others affected by the work of the Contractor. Contractor shall, on a daily basis, maintain the site in a reasonably clean condition and shall at the conclusion of each construction day ensure that dirt, debris, refuse, etc., deposited or left outside of the general construction area on any grounds or facilities occupied or used by the public or YCOE staff, is cleaned-up and removed from the facility occupied or used by the public and/or YCOE staff.
- 12.2 In the event work performed by the Contractor or any subcontractor creates dust or other airborne debris, Contractor shall provide daily "dust control" sufficient to prevent dust accumulation on grounds or buildings occupied or used by the public or YCOE staff.
- 12.3 The Contractor shall assume full responsibility for all glass and plastic glazing installed under this Contract against damage from any source during construction. He/she shall replace all broken, cracked or scratched glass or plastic without expense to the YCOE until the date of Final Completion.
- 12.4 The Contractor shall, at completion of the work, remove all marks, stains, fingerprints, dust, dirt, and paint drippings from all surfaces, wash tile, plumbing and other fixtures clean. Clean and polish all hardware and other unpainted metals. Remove all temporary labels, tags and paper coverings. Clean all concrete and asphalt surfaces.
- 12.5 Cleaning, polishing, sealing, waxing and all other such finish operations indicated on the Drawings or required in the Specifications shall be taken to produce the required condition at the time of acceptance of all work under the Contract.

12.6 Before final acceptance, employ professional window cleaners to clean all plastic and glass surfaces and mirrors of putty, paint materials, stains and dirt, without scratching or injuring the plastic and glass. Leave the work bright, clean and polished.

13. COMMENCEMENT OF WORK AND TIMELY COMPLETION: Contractor understands and acknowledges that **time is of the essence** for completion of this project. The Contractor shall commence work on this project within ten (10) ten calendar days from and after the date of written notice by YCOE to the Contractor to begin work. Upon receipt of such notice, Contractor shall begin work and shall prosecute the work diligently to completion. No work shall be commenced before the contract is signed.

13.1 Completion Deadline: The Project must be completed by **180 Days**. Failure to complete the project on time will subject the successful bidder to liquidated damages as set forth in the liquidated damages provision of this Contract.

13.2 Delays: If Contractor is delayed in said work by the unforeseeable acts of YCOE, it's officers, agents or employees, or by changes ordered in the work, or by unanticipatable strikes, fire, unusual and unanticipatable delay in transportation, unavoidable casualties, unusually adverse weather conditions which could not have been reasonably anticipated or by delay authorized by YCOE, or by any cause which the YCOE shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the YCOE may decide. In the event Contractor is delayed by the acts of YCOE, it's agents, officers or employees, Contractor's sole remedy is an extension of time to perform his/her obligations and Contractor shall not be entitled to recover damages unless the delay is unreasonable under the circumstances and was not within the reasonable contemplation of the Contractor and/or the YCOE. The Contractor's right to an extension of time or to recover damages for delays indicated above is expressly subject to his/her giving seven (7) days notice of such claim from the day he/she knew or should have known of the delay. Failure to give such notice shall constitute a waiver of an extension of time, damages, or any other remedy Contractor may have had if he/she provided proper notice pursuant to this provision. Failure to complete the project within the time specified, including extensions thereof, shall subject Contractor to the imposition of liquidated damages as set forth in the contract documents.

13.3 Substantial Completion: For the purpose of determining substantial completion if applicable to, or necessary under this contract, substantial completion shall be defined as the stage in the progress of the work when the work or designated portion thereof is sufficiently complete in accordance with the contract documents.  
so that the Architect can certify that the work is substantially complete, and so that YCOE can occupy or utilize the work for its intended purpose. When the Contractor considers that the work or a portion thereof which the YCOE agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect the comprehensive list of items to be completed or



corrected. The Contractor shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all work in accordance with the contract documents.

Upon receipt of the Contractor's list, the Architect will make an observation to determine whether the work or designated portion thereof is substantially complete. When the work or designated portion thereof is substantially complete, the Architect will prepare a certificate of substantial completion which shall establish the date of substantial completion, shall establish the responsibilities of the YCOE and Contractor for security, maintenance, heat, utilities, damage to the work, insurance, and shall fix the time, which shall not exceed thirty (30) days from the date of substantial completion, within in which the Contractor shall finish all items on the list accompanying the certificate. The certificate of substantial completion shall be submitted to the YCOE and Contractor for their written acceptance of responsibilities assigned to them in such certificate. The YCOE shall retain sufficient funds to compensate for unfinished items identified on Contractor's "punch list", and funds encumbered by filed stop notices.

It is IMPORTANT that the Contractor understands that achieving substantial completion does not relieve the Contractor from achieving final completion by the Project Completion Deadline set forth in Section 13(a). Failure to achieve final completion, as that term is defined in Section 13(d), within the Project Completion Deadline may result in the YCOE imposing liquidated damages against the Contractor for each and every calendar day thereafter until final completion is actually achieved.

13.4 **Final completion** shall be deemed to have occurred when Contractor has completed all items on his/her "punch list" and when Contractor has fulfilled **all other** obligations set forth in the contract documents. Upon recommendation of the Architect and upon satisfactory completion of all punch list items, the YCOE shall record a notice of completion. Approximately thirty-five (35) days after recordation of the notice of completion, the YCOE shall process the final payment to the Contractor with offsets for the value of stop notices, or incomplete or unsatisfactory work.

13.5 **Rain Day:** Is defined as a day with 0.1 inch of measurable rain or more, as per the National Weather Service. Days exceeding the normal days of rain for this project and exceeding 0.1 inch per day will be considered a rain day. However, notwithstanding the foregoing, rain day delay claims will only be approved if the Contractor demonstrates to the satisfaction of the YCOE that such rain days actually caused Contractor to have to cease work on the critical path of the project and actually caused a delay in completion of the project, and such delay claim is verified in writing by the Inspector of Record. Rain day delay claims can only be submitted for actual days of work scheduled to be performed and are exclusive of weekends, holidays and all other days for which work is not actually scheduled to be performed on that day. The Inspector of Record will not be authorized to approve any rain day delay claims unless the Inspector of Record certifies that the rain day actually resulted in the delay of the prosecuting of the scope of work

being performed on the project at the time of the rain day. Rain day delay claims will not be approved merely to afford an extension of time of completion of the contract. Rain day delay claims must be time submitted as provided in Paragraph 13.2 above; otherwise, such claim is deemed waived.

14. COMPLETE AGREEMENT: This contract supercedes any and all agreements either oral or in writing, between the YCOE and Contractor with respect to the subject matter herein. The YCOE and Contractor acknowledge that no representation by any party which is not embodied herein or any other agreement, statement or promise not contained in the contract documents shall be valid and binding.
15. COMPLIANCE WITH LAWS AND REGULATIONS: Contractor shall be familiar with, and comply with, the various federal, state and local laws affecting public works, including but not limited to the following:

15.1 Prevailing Wage Law:

- a. The general prevailing wage rates have been determined by the Director of the State Department of Industrial Relations and it shall be mandatory upon the Contractor to whom the Contract is awarded and upon any subcontractor to pay not less than these specified rates to all laborers, workers, and mechanics employed by them in the execution of the Contract, all in accordance with the provisions of Sections 1770-1776, inclusive, of the Labor Code. Copies of the general prevailing wage rates are on file at the administrative office of YCOE.
- b. It shall be mandatory upon the Contractor and upon any subcontractor under him/her to pay not less than the specified rates to all laborers, workers, and mechanics employed in the execution of the Contract. It is further expressly stipulated that the Contractor shall, as a penalty, to the YCOE, forfeit the maximum allowable statutory penalty in effect, for each calendar day, or portion thereof, for each laborer, worker, or mechanic paid less than the stipulated prevailing rates for any work done under this Contract by him/her or by any subcontractor under him/her.
- c. In case it becomes necessary for the Contractor or any subcontractor to employ on the project under this Contract any person in a trade or occupation (except executives, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate is herein specified, the Contractor shall immediately determine the prevailing rate for such additional trade or occupation and shall notify the YCOE. The YCOE will verify the wage rate through the Office of the Labor Commissioner. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.



- 15.2 Wage Records: Pursuant to Section 1776 of the Labor Code, the contractor is required to submit weekly certified payroll records to the YCOE and/or its designee. Progress payments to the Contractor shall be withheld by the YCOE until certified payrolls are up to date.
- a. Each Contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him/her or her in connection with the public work. Certified payroll records must be on the forms provided by the Division of Labor Standards Enforcement or must contain all information required on Division forms. Forms may be obtained from the Division of Labor Standards Enforcement.
  - b. The payroll record enumerated under subdivision 1. shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:
    - i. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his/her authorized representative on request.
    - ii. A certified copy of all payroll records enumerated in subdivision 1. shall be made available for inspection or furnished upon request to the YCOE, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
    - iii. A certified copy of all payroll records enumerated in subdivision 1. shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the YCOE, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the record, reimburse costs of preparation by the Contractor, subcontractors, and entity through which the request was made. The public shall not be given access to the records at the principal office of the Contractor.
  - c. Each Contractor shall file a certified copy of the records enumerated in this subdivision with the entity that requested the records within ten (10) days after receipt of a written request. Contractor shall immediately forward a copy of the request to YCOE as well as copies of all responsive documents.

- d. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the YCOE, shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor awarded the Contract or performing the contract shall not be marked or obliterated.
- e. The Contractor shall inform the YCOE of the location of the records enumerated under this subdivision, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
- f. In the event of noncompliance with the requirement of this section, the Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this section. Should noncompliance still be evident after the ten (10) day period, the Contractor shall forfeit, to the YCOE, as a penalty the maximum statutory allowable amount for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.
- g. The prime Contractor shall be responsible for compliance with this section.

15.3 Permits and Licenses:

- a. The Contractor shall obtain and keep current (including his/her Contractor's license) all permits and licenses that are required for the performance of his/hers work by all laws, ordinances, rules and regulations, or orders of any office and/or body lawfully empowered to make or issue the same.
- b. In addition, Contractor shall obtain and keep current all permits and licenses required for the work of improvement and pay all fees relating thereto, including, but not limited to, utility fees and shall provide the YCOE with documentation of the actual costs expended by Contractor with regard to these items.

15.4 Sales and Payroll Taxes: Each Contractor, subcontractor and material supplier shall include all sales tax and payroll taxes required by law.

15.5 Responsibility for Compliance with CAL/OSHA:



- a. All work, materials, work safety procedures and equipment shall be in full accordance with the latest Cal/OSHA rules and regulations.
- b. Contractor warrants that he/she and each of his/hers subcontractors shall, in performance of this Contract, comply with each and every compliance order issued pursuant to Cal/OSHA. The Contractor assumes full and total responsibility for compliance with Cal/OSHA standards by his/her subcontractors as well as himself/herself. The cost of complying with any compliance order and/or payment of any penalty assessed pursuant to Cal/OSHA shall be borne by the Contractor. contractor shall defend, save, keep and hold harmless the YCOE, and all officers, employees, and agents thereof, from all liabilities, costs, or expenses, in law or in equity, that may at any time arise or be set up because of Contractor's or a subcontractor's non-compliance or alleged non-compliance with Cal/OSHA requirements. Nothing contained herein shall be deemed to prevent the Contractor and his/her subcontractors from otherwise allocating between themselves responsibility for compliance with Cal/OSHA requirements; provided, however, that the Contractor shall not thereby be, in any manner whatsoever, relieved of his/her responsibility to the YCOE as hereinabove set forth.

15.6 Apprentices: Contractor agrees to be bound by and comply with the provisions of Sections 1777.5 et seq. of the Labor code in respect to apprentices.

15.7 Hours of Work:

- a. Eight (8) hours of labor shall constitute a legal day's work upon all work done hereunder, and it is expressly stipulated that no worker employed at any time by the Contractor or by a subcontractor or subcontractors under this Contract, upon the work or upon any part of the work contemplated by this Contract, shall be required or permitted to work hereon more than eight (8) hours in any one calendar day except as provided or permitted in Sections 1810 to 1815, inclusive of the Labor Code of California, all the provisions whereof are deemed to be incorporated herein, and it is further expressly agreed that for each and every violation of this stipulation the Contractor shall forfeit to the YCOE, as a penalty, \$25.00 for each worker employed in the execution of this Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in violation of the provisions of said sections of the Labor Code.
- b. The Contractor and each subcontractor shall keep an accurate record showing the name of and actual hours worked by each worker employed

by him/her in connection with the work contemplated by this agreement. The record shall be kept open at all reasonable hours to inspection by the YCOE or its officers or agents and by the Division of Labor Law Enforcement of the Department of Industrial Relations.

- c. Contractor understands that the Project may dictate a non-standard work week, and if required the Project schedule and the scheduling of employees or subcontractors should be adjusted to provide for scheduled work during the non-standard work week schedule, without the incurrence of any additional charges, such as over-time, et cetera.

- 15.8 Water Pollution Prevention Plan: Contractor shall be responsible for paying the necessary permit fees and complying with State Water Resources Control Board Order No. 99-08-DWQ; 2009-0009-DWQ; NPDES General Permit No. CAS 000004 implementing provisions of the Clean Water Act relating to storm water discharges. Contractor must obtain the necessary permits from the State Water Resources Control Board and develop and implement a Storm Water Pollution Prevention Plan in accordance with the State Water Resources Control Board requirements prior to commencing any portion of construction which will disturb land (i.e.; excavation, grading, etc.). The plan shall address all potential sources of pollutants which may enter the storm water system, it must explain what steps will be taken during construction to minimize the risk of storm water contamination and must address management procedures to be utilized during construction to prevent pollution discharges such as spills, leaking, and dumping.

The plan shall become the property of the YCOE. A copy of said plan shall be provided to YCOE and upon request contractor shall certify, in writing, compliance with the relevant rules, regulations and laws. Additional information regarding State Water Resources Control Board requirements can be obtained from State Water Resources Control Board, Division of Water Quality, Attention: Storm Water Permit Unit, P.O. Box 1977 Sacramento, CA 95812-1977. Telephone Number (916) 657-0903.

- 15.9 Codes and Regulations: All work and materials shall be in full accord with the latest codes, rules and regulations, including but not limited to the following:

Rules of Local Utilities  
Calif. Electrical Code  
National Board of Fire  
Underwriters and/or  
State Fire Marshall or  
Applicable DSA  
Requirements  
State Codes and Ordinances

General Conditions



State Industrial Accident  
Commission's Safety Orders  
Calif. Plumbing Code  
Calif. Building Code

Contractor shall hold the YCOE harmless for Contractor's failure to comply with any law or regulation affecting Contractor's performance on this project. Certain provisions are set forth herein however, the existence of these provisions does not excuse the Contractor from complying with other statutory requirements or provisions which are not set forth in these contract documents and it is Contractor's responsibility to be, or become familiar with the various federal, state and local laws which govern Contractor's performance.

16. CONCEALED CONDITIONS: Contractor has examined the job site, the contract documents, and the applicable building codes, laws, and regulations that govern the conduct of the work and has made such investigation as he/she deems appropriate and therefore assumes all risk and expense in dealing with subsequently discovered concealed conditions that could have been discovered through reasonable and diligent inspection and investigation. In the event Contractor encounters rock, ground water, underground structures, or utilities or other underground or concealed conditions or any hazardous material or condition in the site or existing structures if any, unknown to Contractor, Contractor shall immediately notify YCOE and Architect of such condition in writing.

Contractor shall discontinue any work affected by the concealed conditions, shall immediately cover, barricade, and protect the subject area and shall obtain further direction from YCOE and Architect prior to continuing any work affected by the discovered condition. Should Contractor, his/her subcontractors, or officers, agents or employees proceed without further direction from the YCOE and Architect, Contractor does so at his/her own risk and expense.

17. CONDUCT OF WORK: The Contractor shall permit the YCOE to do other work in connection with the project by contract or otherwise, and Contractor shall at all times conduct his/her work so as not to impose hardship on the YCOE or others engaged in the work. Contractor shall adjust, correct and coordinate his/her work with the work of others so that no discrepancies shall result in the whole work.
18. CONVICT MADE MATERIALS: No materials manufactured or produced in a penal or correctional institution shall be incorporated in the project under this Contract, except as permitted by California law.
19. DEFINITIONS:

- 19.1 Addenda are the changes in specifications, drawings, contract documents, and plans which have been authorized in writing by the Construction Manager,

YCOE or Architect, and which alter, explain, or clarify the contract documents. Addenda shall govern over all other Contract Documents. Subsequent addenda issued shall govern over prior addenda unless otherwise specified in the addenda.

19.2 Approval means written authorization by YCOE.

19.3 The Contract Documents the Contract Documents consist of the Agreement between YCOE and Contractor (hereinafter the Agreement or Contract), Conditions of the contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to bid, instructions to bidders, notice to bidders, and the requirements contained in the Bid Documents, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is a written amendment to the Contract signed by both parties, a Change Order, a Construction Change Directive, or a written order for a minor change in the Work issued by the Architect. The Contract Documents collectively form the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between the Architect and Contractor, between the YCOE and any Subcontractor or Sub-Subcontractor, or between any persons or entities other than the YCOE and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

19.4 Construction Manager the YCOE may be represented by a Construction Manager. Construction Manager and Project Manager are synonymous.

19.5 Days All references to "days" in the contract documents shall mean calendar days unless otherwise specified.

19.6 Professional Inspector is the individual retained by the YCOE to inspect the work for compliance with plans and specifications and laws and regulations.

19.7 The Drawings are graphic and pictorial portions of the Contract Documents prepared for the Project and approved changes thereto, where located and whenever issued, showing the design, location, and scope of work, generally including plans, elevations, sections, details, schedules, and diagrams as drawn or approved by the Architect.

19.8 Emergency shall be defined as a sudden, unexpected occurrence, involving a clear and imminent danger, demanding immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public services. Emergency includes such occurrences as fire, flood, earthquake, or other soil or geologic movements, as well as such occurrences as riot, accident, or sabotage.

19.9 The Project is the complete construction of the Work performed in accordance with the Contract Documents.

19.10 The Project Manual is the volume assembled for the Work which may



include, without limitation, the bidding requirements, sample forms, Conditions of the Contract, and Specifications.

19.11 Safety Orders are those issued by any cognizant city, county, state or federal agency.

20. DEFERRED APPROVALS: Contract Documents which require deferred approval items are meant to be for illustration purposes only. Contractor is responsible for all deferred approval requirements set forth in the Contract Documents. Contractor is responsible to comply with all laws, building codes, and regulations necessary to obtain all necessary approvals. Contractor shall not be granted an extension of time for failure to obtain necessary approvals due to failure to comply with laws, building codes, and other regulations (including Title 24 of the California Code of Regulations). Contractor shall schedule all deferred approval items in its progress schedule pursuant to Article 37. If Contractor fails to include deferred-approval items in its schedule which results in a critical path delay, then Contractor shall be subject to the assessment of liquidated damages.

21. DIMENSIONS: All dimensions throughout the drawings are to be calculated. Where doubts as to a dimension exists the Architect shall determine the correct dimensions.

22. YCOE'S REMEDIES FOR DEFECTIVE CONSTRUCTION AND/OR DEFICIENT PERFORMANCE: In addition to any other remedy afforded to YCOE by law, the YCOE, may exercise, at its option, any remedy, or combination thereof, set forth herein as follows:

22.1 Faulty Labor and Materials:

- a. Neither final payment nor any provision in the Contract documents shall relieve the Contractor of responsibility for faulty materials or workmanship, and unless otherwise specified, he/she shall remedy any defects due thereto and pay for any damages to other work, resulting therefrom which shall appear within the warranty period.
- d. If it is necessary in order to protect persons or property or, in the alternative, if the YCOE deems it expedient to correct work damaged or not done in accordance with the contract, YCOE may correct said work and deduct from monies otherwise due Contractor, a sum sufficient to compensate YCOE for correction of the damage or improperly installed work.

22.2. Condemned Materials:

- a. The contractor shall promptly remove from the premises all work condemned by the Inspector or Architect as failing to conform to the Contract, whether incorporated or not, and the Contractor shall promptly

replace and re-execute the work in accordance with the Contract and without expense to the YCOE and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

- b. If the Contractor does not remove such condemned work within a reasonable time, fixed by written notice, the YCOE may remove it and may store the material at the expense of the Contractor. If the Contractor does not pay the expense of such removal within ten (10) days time thereafter, the YCOE may, upon ten (10) days written notice, sell such materials at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs and expenses that should have been borne by the Contractor. In the event the net proceeds are not sufficient to compensate for the costs and expenses that should have been borne by Contractor, YCOE may deduct from monies otherwise due Contractor a sum sufficient to compensate for the costs and expenses that should have been borne by the Contractor.

22.3 The YCOE's Right to Perform Work: If the Contractor neglects to prosecute the work properly or fails to perform any provision of, or fails to correct work in accordance with the contract documents, the YCOE, by written order, may order the Contractor to stop the work or any portion thereof, until the cause for such order has been eliminated; however, if Contractor fails to correct the cause, or fails to make satisfactory arrangements with the YCOE to correct the cause for the order within seven (7) calendar days of the written order, the YCOE may, without prejudice to any other remedy YCOE may have, correct such deficiencies or causes for said order and may deduct the cost thereof from the payment then or thereafter due the Contract. The right of the YCOE to stop work shall not give rise to a duty on the part of the YCOE to exercise it's right for the benefit of the Contractor or for any other person or entity and in times of such work stoppage, Contractor shall be responsible for continuing job safety and job security.

22.4 Termination of Contract:

- a.. If the Contractor refuses or fails to prosecute the work or any separable part thereof with such diligence that will ensure it's completion within the time specified, or any extension thereof, or fails to complete said work within such time, or withholds, or threatens to withhold continued work regardless of the reason for same, or if the Contractor should be adjudged bankrupt or if he/she makes a general assignment for the benefit for his/her creditors, or if he/she shall make an assignment for any other reason without the express written consent of the YCOE, or if a receiver should be appointed on account of Contractor's insolvency or if Contractor refuses or fails, except in cases for which an extension of time is provided, to supply enough properly skilled workers or proper material to complete the work at the time specified, or if Contractor fails to make prompt payment to subcontractors or for material or labor, or disregards laws,



ordinances, or instructions of YCOE, YCOE's Architect or YCOE's inspector, or if Contractor or any of his/her subcontractors should otherwise violate a provision of the contract, or if Contractor or any of his/hers subcontractors should perform work in a negligent or dangerous manner, or install or construct any portion thereof so that the work does not comply with the drawings and specifications, including any amendments thereto, or does not meet generally recognized industry standards for workmanlike quality, YCOE may, without prejudice to any other rights or remedy, serve written notice upon Contractor of YCOE's intention to terminate Contractor's control over the project, terminate Contractor's right to complete the contract or terminate this contract. Such notice shall contain the reasons for such intention to terminate, and Contractor shall immediately cease any and all violations of the terms of this contract, ordinances, or laws and shall correct to the YCOE's satisfaction, or make satisfactory arrangements to correct to YCOE's satisfaction, within seven (7) days, from the date of said notice, any and all deficient conditions. If Contractor, after proper notice, fails to cease and desist or fails to cure deficiencies within the said seven (7) day period, YCOE may terminate Contractor's control over the project, terminate Contractor's right to complete the contract or terminate this agreement by written notice to Contractor, said termination shall be effective upon delivery of written notice to Contractor, his/her officers, agents or employees, or notice by certified mail to Contractor's business address. Thereafter, YCOE may exercise any and all remedies as provided for in this agreement or by law.

- b. In the case of termination, Contractor shall not be entitled to receive any further payment until the project is completed. In the event of termination, YCOE shall immediately serve written notice thereof upon the Surety consistent with the terms and conditions set forth in the performance bond incorporated within these contract documents. Surety shall not be entitled to reappoint or contract with Contractor to complete this project without the express written consent of the YCOE. Upon termination, Contractor shall be ejected from the project and YCOE may without liability for so doing, take possession of and utilize in completing the work, such materials, appliances, plant, and other property belonging to Contractor as may be on the site of the work and necessary therefore.
- c. If the unpaid balance of the contract price exceeds the expense of finishing the work, including compensation to YCOE for additional architectural, managerial, legal, and administrative services, such excess shall be paid to Contractor. If such expense shall exceed such unpaid balance, Contractor shall pay the difference to the YCOE. Notwithstanding the foregoing provision, this contract may not be terminated or modified where a trustee in bankruptcy has assumed the contract pursuant to 11 U.S.C., Section 365 of the Federal Bankruptcy Act.



22.5 Additional Remedies: The foregoing provisions are in addition to and not in limitation of any other rights and remedies available to the YCOE. The YCOE may, at any time Contractor's performance or any subcontractor's performance is such to call into question Contractor's or the subcontractor's ability or capacity to properly, and in good workmanlike manner, perform his/her obligations in accordance with the plans and specifications and within the stated time for completion, demand assurances from the Contractor in any form acceptable to YCOE (i.e., additional bond, written addendum, modification of the contract, additional staffing, etc.) and Contractor's failure to provide adequate assurance shall constitute a material breach of the contract and the YCOE may suspend its performance and exercise any other right or remedy provided within the contract documents or by law.

22.6 TERMINATION BY THE YCOE FOR CONVENIENCE:

- a. The YCOE may terminate the performance of Work under this Contract in accordance with this clause in whole, or from time to time in part, whenever the YCOE shall determine that such termination is in the best interest of the YCOE. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of the Work under the contract is terminated, and the date upon which such termination becomes effective. After receipt of a Notice of Termination, and except as otherwise directed by the YCOE, the Contractor shall:
  - i. Stop Work under the contract on the date and to the extent specified in the Notice of Termination;
  - ii. Place no further orders or subcontracts for materials, services or facilities except as necessary to complete the portion of the Work under the contract which is not terminated;
  - iii. Terminate all orders and subcontracts to the extent that they relate to the performance of the Work terminated by the Notice of Termination;
  - iv. Assign to the YCOE, in the manner and at the times, and to the extent directed by the YCOE, all the right, title and interest of the Contractor under the orders and subcontracts so terminated. The YCOE shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

- v. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts with the approval or ratification of the YCOE, in writing, and to the extent it may require. Its approval or ratification shall be final for all the purposes of this clause;
  - vi. Transfer title to the YCOE, and deliver in the manner, at the times, and the extent, if any, directed by the YCOE, (a) the fabricated and unfabricated parts, Work in process, completed Work, supplies and other material produced as a part of, or acquired in connection with the performance of, the Work terminated by the Notice of Termination; and (b) the completed or partially completed drawings, information and other property which, if the contract had been completed, would have been required to be furnished to the YCOE;
  - vii. Use its best efforts to sell, in the manner, at the times, to the extent, and at the prices or prices that the YCOE directs or authorizes, any property of the types previously referred to herein, but the Contractor (a) shall not be required to extend credit to any purchaser; and (b) may acquire such property under the conditions and at a price or prices approved by the YCOE. The proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the YCOE to the Contractor under this contract or shall otherwise be credited to the price or cost of the Work covered by this contract or paid in such other manner as the YCOE may direct;
  - viii. Complete performance of such part of the Work as shall not have been terminated by the Notice of Termination; and
  - ix. Take such action as may be necessary, or as the YCOE may direct, for the protection and preservation of the property related to this contract which is in the possession of the contractor and in which the YCOE has or may acquire an interest.
- b. After receipt of a Notice of Termination, the Contractor shall submit to the YCOE its termination claim, in the form and with the certification the YCOE prescribes. Such claim shall be submitted promptly but in no event later than one (1) year from the effective date of termination, unless one or more extensions in writing are granted by the YCOE upon request of the Contractor made in writing within such 1-year period or authorized extensions. However, if the YCOE determines that the facts justify such action, it may receive and act upon any such termination claim at any time after such 1-year period or extension. If the Contractor fails to submit his/her/its termination claim within the time allowed, the YCOE may determine, on the basis of information available to the YCOE, the amount,



if any, due to the Contractor because of the termination. The YCOE shall then pay to the Contractor the amount so determined.

- c. Subject to the previous provisions, the Contractor and the YCOE may agree upon the whole or any part of the amount or amounts to be paid to the Contractor because of the total or partial termination of the Work under this Paragraph. The amount or amounts may not include profit on Work not performed to date but may include profit on Work completed up to the time of Notice of Termination. However, such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of Work not terminated. The contract shall be amended accordingly, and the Contractor shall be paid the agreed upon amount.
- d. If the Contractor and YCOE fail to agree, as the previous subparagraph provides, on the whole amount to be paid to the Contractor because of the termination of Work hereunder, the YCOE shall determine, on the basis of information available to the YCOE, the amount, if any, due to the Contractor by the reason of the termination and shall pay to the Contractor the amounts determined as follows:
  - i. For all Contract Work performed before effective date of Notice of Termination, the total (without duplication of any items) of:
    - a. The cost of such Work;
    - b. The cost of settling and paying claims arising out of the termination of Work under subcontractors or orders as previously provided. This cost is exclusive of the amounts paid or payable on account of supplies or materials delivered or services furnished by the Contractor before the effective date of the Notice of Termination. These amounts shall be included in the cost on account of which payment is made for the cost of Work previously provided; and
    - c. A sum, as profit on the cost of the Work completed to the time of receipt of the Notice of Termination, that the YCOE determines to be fair and reasonable. But, if it appears that the Contractor would have sustained a loss on the entire Contract had it been completed, no profit shall be included or allowed, and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and
  - ii. The reasonable cost of the preservation and protection of property incurred as previously provided. The total sum to be paid to the

Contractor shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract Price of Work not terminated. Except for normal spoilage, and except to the extent that the YCOE shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor the fair value, as determined by the YCOE, of property which is destroyed, lost or stolen or damaged to the extent that it is undeliverable to the YCOE, or to a buyer as previously provided.

- e. The Contractor shall have the right to dispute as provided hereinafter in the subparagraph entitled "remedies" from any determination the YCOE makes under the previous subparagraphs. But, if the Contractor has failed to submit its claim within the time provided and has failed to request an extension of such time, it shall have no such right of appeal. In any case where the YCOE has determined the amount owed, the YCOE shall pay to the Contractor the following:
  - i. If there is no right of appeal hereunder or if timely appeal has been taken, the amount so determination by the YCOE; or
  - ii. If a "remedies" proceeding is initiated, the amount finally determined in such "remedies" proceeding.
- f. In arriving at the amount due the Contractor under this clause there shall be deducted:
  - i. All unliquidated advance or other payments on account theretofore made to the Contractor, applicable to the terminated portion of the contract.
  - ii. Any claim which the YCOE may have against the Contractor in connection with the Work; and
  - iii. The agreed price for, or the proceeds of sale of, any materials, supplies or other things kept by the Contractor or sold under the provisions of this clause and not otherwise recovered by or credited to the YCOE.
- g. If the termination hereunder be partial, before the settlement of the terminated portion of this contract, the Contractor may file with the YCOE a request in writing for an equitable adjustment of the price or prices specified in the contract relating to the continued portion of the contract. Such equitable adjustment as may be agreed upon shall be made in the price or prices. Nothing contained herein shall limit the right of the YCOE and the Contractor to agree upon the amount or amounts to be paid



to the continued portion of the contract when the contract does not contain an establishes contract price for the continued portion.

- h. Remedies: All claims, counterclaims, disputes and other matters in question between the YCOE and Contract arising out of or relating to this Contract or its breach will be decided by way of arbitration as set forth herein or in a court of competent jurisdiction within the State of California.
  - i. The Contractor understands and agrees that the forgoing termination of Contract for convenience provisions shall be interpreted and enforced pursuant to cases interpreting and enforcing similar provisions in federal procurement contracts.
- 23. INDEPENDENT CONTRACTOR: Contractor and YCOE agree that there is no agency or employment relationship between YCOE and Contractor, or any of Contractor's officers, agents or employees or subcontractors and that Contractor in performing it's contractual obligations acts entirely as an independent contractor.
- 24. INSPECTION BY YCOE: The Contractor shall at all times maintain proper facilities and provide safe access for inspection by the YCOE to all parts of the work, and to the shops wherein the work is in preparation. Where the Specifications require work to be specially tested or approved, it shall not be tested or covered up without timely notice to the YCOE of its readiness for inspection and without the approval thereof or consent thereto by the latter. Should any such work be covered up without such notice, approval, or consent, it must, if required by YCOE, be uncovered at Contractor's expense for examination. Contractor shall pay for any necessary retesting and/or reinspection required because of work that fails to comply with the requirements of the contract documents.
  - 24.1 Contractor must request all inspections, in writing, using the Inspection Request Form provided by the YCOE. Contractor shall also make all such requests for inspection on no less than twenty-four (24) hours notice.
- 25. INSURANCE: The Contractor shall not commence work under this Contract until he/she has obtained all insurance required by these General Conditions and which insurance has been approved by the YCOE and copies of certificates of such insurance are filed with the YCOE. The Contractor shall not allow any subcontractor to commence work on a subcontract until such insurance has been obtained. Three (3) copies of insurance certificates evidencing the required coverage shall be furnished to the YCOE. Certificates of insurance must indicate that the coverage cannot be reduced or canceled until THIRTY (30) days written notice has been furnished YCOE. Such insurance shall name YCOE, its officers, agents, and employees as additional insured. Contractor's liability insurance policy shall be endorsed as primary insurance.
  - 25.1 Liability Insurance: The Contractor shall carry Bodily Injury Liability Insurance in an amount not less than \$2,000,000 combined single limit, per

occurrence, \$3,000,000 aggregate. Contractor shall carry Automobile Liability Insurance in an amount not less than \$1,000,000. Contractor's insurance **SHALL BE ENDORSED AS PRIMARY. YCOE, its officers, agents, Architects, and employees shall be named as ADDITIONAL INSURED.**

- 25.2 Workers' Compensation Insurance: The Contractor shall comply with the Workers' Compensation Insurance requirements of the State of California. The Contractor shall take out and maintain during the life of this Contract, Workers' Compensation Insurance and Employer's Liability Insurance for all of his/her employees employed at the site of the project and, in case any work is sublet, the Contractor shall require all subcontractors to provide Workers' Compensation Insurance and Employer's Liability Insurance for all of the latter's employees unless such employees are covered by protection afforded by the Contractor.

In signing this Contract, the Contractor makes the following certification:

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.

- 25.3 Builders Risk/"All Risk" Insurance: The Contractor, during the progress of the Work and until final acceptance of the Work by YCOE upon completion of the entire Contract, shall maintain Builder's Risk/"All Risk," course-of-construction insurance issued on a completed value basis on all insurable Work included under the Contract Documents. Coverage is to provide extended coverage and insurance against vandalism, malicious mischief, perils of fire, sprinkler leakage, civil authority, sonic boom, collapse, wind, lightning, smoke, riot, debris removal (including demolition), and reasonable compensation for the Architect's services and expenses required as a result of such insured loss upon the entire Work which is the subject of the Contract Documents, including completed Work and Work in progress to the full insurable value thereof. Such insurance shall include the YCOE, the Architect and the Construction Manager as an additional named insured and any other person with an insurable interest designated by the YCOE as an additional named insured.

The Contractor shall submit to the YCOE for its approval all items deemed to be uninsurable. The risk of the damage to the Work due to the perils covered by the Builder's Risk/All Risk" Insurance, as well as any other hazard which might result in damage to the Work, is that of the Contractor and the surety, and no claims for such loss or damage shall be recognized by the YCOE nor will such loss or damage excuse the complete and satisfactory performance of the Contract by the Contractor.

- 25.4 All policies and certificates of insurance of the Contractor shall contain the following clauses:



- a. Insurers have no right of recovery or subrogation against the YCOE (including its agents and agencies as aforesaid), it being the intention of the parties that the insurance policies so effected shall protect both parties and be the primary coverage for any and all losses covered by the above-described insurance.
- b. The clause "other insurance provisions" in a policy in which the YCOE is named as an insured, shall not apply to the YCOE.
- c. The insurance companies issuing the policy or policies shall have no recourse against the YCOE (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.
- d. Any and all deductibles in the above-described insurance policies shall be assumed by and be the account of, the Contractor.

25.5 Indemnification:

- a. Contractor will indemnify and hold harmless Yolo County Office of Education, and its officers, agents, employees and Architects from and against all claims, damages, losses, demands, liability, costs and expenses including attorney fees arising out of or resulting from the performance of this Contract or the prosecution of work under it, whether such claims, damages, losses, demands, liabilities, costs and expenses are caused by the Contractor, Contractor's agents, servants or employees or subcontractors employed on the project, the agents, servants or employees or any person or persons or products installed on the project by the Contractor or subcontractors.
- b. Contractor at his/hers own expense and risk shall defend any and all actions, suites, or other legal proceedings that may be brought or instituted against Yolo County Office of Education, the members of its governing body, its officers, agents, employees, and Architects or any such claims, damages, losses, demands, liabilities, costs or expenses.
- c. The indemnification obligations hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractors under workers' compensation acts, disability benefit acts or other employee benefits acts; however, the obligations of the Contractor hereunder shall not extend to the liability of the Architect, his/her agents or employees arising out of (a) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications or (b) the giving of directions or instructions by the Architect, his/her agents or employees, provided such giving is the primary cause of the injury or damage. Contractor shall not be obligated to the YCOE hereunder if such injury,

harm or damage is caused solely and exclusively by the Architect's negligence.

- d. This indemnification provision shall be applicable to any infringement or alleged infringement of the patent rights of any person or persons, firm or corporation in consequence of the use thereof by the Contractor. Notwithstanding any of the above, the Contractor shall whenever it is necessary keep and maintain at his/her sole cost and expense during the course of his/her operations under this Contract such warnings, signs, and barriers as may be required to protect the public. The provisions of the preceding sentence shall not impose any liability upon Yolo County Office of Education or the Architect or the members of the Yolo County Office of Education or the officers, agents and employees of either of them.
- e. This indemnification provision shall also extend to claims, damages, losses, demands, liabilities, costs and expenses for injury, harm, or damages occurring after completion of the project as well as during the work's progress. In each and every instance in which the Contract is required to indemnify or hold the YCOE harmless, that obligation includes the obligation to defend the YCOE.

26. INTERPRETATION OF CONTRACTS/DRAWINGS/SPECIFICATIONS:

- 26.1 The contract documents, including the drawings and specifications are to be read as an integrated document. The Contractor shall immediately report to the Architect any discrepancies or errors which are contained within the documents. Figured dimensions shall be followed and the Contractor shall make all additional measurements necessary for the work and shall be responsible for their accuracy. Before ordering any material or doing any work, the Contractor shall verify all measurements and shall be responsible for the correctness of same. It is the intent of the drawings and specifications to show and describe complete installations. Items shown but not specified or specified but not shown shall be included unless specifically omitted. The contract documents, including the drawings and specifications, shall be deemed to include and require everything necessary and reasonably incidental to the completion of all work described and indicated on the drawings whether particularly mentioned or shown or not. Work indicated on the drawings and not mentioned in the specifications, or vice versa, shall be furnished as though fully set forth in both. In case of disagreement or conflict between or within standards, specifications, and drawings, the most stringent, higher quality and greater quantity of work shall be included in the bid.
- 26.2 If an error(s) appear(s) in the drawings or specifications or in work done by others affecting this work, the Contractor shall immediately notify the Architect in writing. If the contractor proceeds with the work so affected without having given such written notice and without receiving the necessary approval, decision or instructions in writing from Architect, then he/she shall not have a valid claim against the YCOE for the cost of so proceeding and shall make good any resulting



damage or defect. No oral approval, decision, or instruction shall be valid or be the basis for any claim against the YCOE, its officers, employees or agents. The foregoing includes typographical errors in the specifications or notational errors in the drawings where the interpretation is doubtful or where an error exists, and the error is sufficiently apparent as to place a reasonably prudent contractor on notice that should he/she elect to proceed, he/she is doing so at his/her own risk.

27. LAYING OUT OF WORK:

- 27.1 The Contractor shall, immediately upon entering the Project Site to begin work, locate all reference points and benchmarks and take all necessary precautions to prevent their destruction; layout all work and be responsible for all lines, elevations and measurements of buildings, utilities, and other work executed under the Contract. He/she shall verify figures and elevations shown on the Drawings before laying out work and will be held responsible for any error resulting from his/her failure to do so. Cost of surveying services required to establish and check property elevations and to correctly locate and establish property and construction lines, streets, sidewalks, curbs, etc., shall be included in the Contract sum. Contractor shall be responsible for encroachments on the rights or property of the public or surrounding property, and for encroachments on easements noted and required setbacks, and he/she shall, without cost to the YCOE, take down, and rebuild in an approved manner any portion of a building, wall, fence or any other item that is constructed over the property lot easement or setback line.
- 27.2 Where work of one trade joins or is on other work, there shall be no discrepancy when said is completed. In engaging one kind of work with another, marring or damaging same will not be permitted. Should improper work of any trade be covered by another that results in damage or defects, the whole work affected shall be made good by the Contractor without expense to the YCOE.
- 27.3 The Contractor shall consult the other Contractors on the project, if any, and the Architect, regarding the installation of such other Contractor's work before starting the various phases of his/her work, in order to avoid the possibility of the removal of his/her work to permit others to install their work.
- 27.4 Assistance required by the Architect in obtaining measurements or information on the work shall be furnished fully and efficiently by the Contractor.

28. LIQUIDATED DAMAGES: The YCOE and Contractor understand and agree that if the work is not completed within the time of completion required by this Agreement, the YCOE will suffer damage. The parties agree that it will be impractical and infeasible to determine the amount of actual damage and, therefore, it is agreed that Contractor shall pay to YCOE as fixed and liquidated damages, and not as a penalty, the sum of \$0 for each calendar day of delay until all work is completed and accepted. Contractor and YCOE agree that the sum fixed as liquidated damages is a reasonable and good faith

estimate of the actual amount necessary to compensate YCOE for damages incurred as the result of delay when viewed prospectively upon the making of this Contract. Contractor and his/her surety shall be liable for the amount thereof, which shall be deducted from any payments due to or to become due to Contractor. Contractor understands and agrees that nothing set forth in these Contract Documents shall be construed to limit the YCOE's right to collect actual damages and the YCOE shall have the option to exercise all other remedies afforded by law including, but not necessarily limited to, recovery of actual damages that the YCOE incurs as a result of any delay in performance.

29. MANUFACTURER'S MAINTENANCE INSTRUCTIONS, MANUAL AND WARRANTIES: Notwithstanding Contractor's warranties as identified in these contract documents, Contractor shall provide to YCOE all relevant manuals, instructions and manufacturer warranties for all equipment, systems, and appliances installed in the project, including, but not limited to, automatic sprinklers, kitchen appliances, heating, air conditioning, and ventilation systems, climate control systems, energy monitoring/control systems, alarms, automatic lighting systems, elevators, etc. In addition, Contractor or his/her manufacturer, representative or other agent shall provide YCOE designee(s) with initial, basic instruction in the operation of any installed equipment/system(s).

30. MATERIALS:

- 30.1. New Materials: Materials shall be new and of quality equal to that specified. When not particularly specified, materials shall be the best of their class or kind. The Contractor shall, if required, submit satisfactory evidence as to the kind and quality of material. Price, fitness and quality being equal, preference shall be given to products made in California. If a conflict(s) exists in the drawings or specifications regarding the type, kind or quality of materials to be used, the conflict shall be resolved in favor of using the superior type, kind or quality material unless use of the inferior type, kind or quality of material is authorized in writing by the YCOE.

30.2. Non-Utilization of Asbestos Material:

- a. No asbestos or asbestos containing products shall be used in this construction or in any tools, devices, clothing or equipment used to affect this construction. Asbestos and/or asbestos containing products shall be defined as all items but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite and actinolite. Any and all material containing greater than one tenth of one percent ( $>.1\%$ ) asbestos shall be defined as asbestos-containing material. Any disputes involving the question of whether or not material contains asbestos shall be settled by electron microscopy. The costs of any such tests shall be paid by the Contractor. All work or materials found to contain asbestos or work or material installed with asbestos containing equipment will be immediately rejected and this work will be removed at no additional cost to the Owner.



- b. Decontamination and removal of work found to contain asbestos or work installed with asbestos containing equipment shall be done only under the supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency. The asbestos removal contractor shall be an EPA accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the asbestos consultant who shall have the sole discretion and final determination in this matter. The asbestos consultant shall be chosen and approved by the Architect or the Owner who shall have sole discretion and final determination in this matter. The work will not be accepted until asbestos contamination is reduced to levels deemed acceptable by the asbestos consultant.
- c. Costs of all asbestos removal, including but not necessarily limited to the cost of the asbestos removal Contractor, the cost of the asbestos consultant, analytical and laboratory fees, time delays, additional costs as may be incurred by the Owner and/or his agent(s) shall be borne entirely by the Contractor.
- d. Contractor shall execute a declaration under penalty of perjury that no asbestos or asbestos containing products have been utilized in the project. In addition, Contractor shall certify that no lead-based paint has been used in the project. Said declaration shall be provided to YCOE at the project closeout.

30.3. Equals:

- a. Wherever in the contract documents any material or process is indicated or specified by patent or by proprietary name or by name of manufacturers, and except where any material or product is expressly specified for the purpose of maintaining uniformity of design or function and designated as no substitutes allowed, such specifications are used for the purpose of facilitating the description of the materials or processes desired and are in no way intended to restrict bidding. Such specifications shall be deemed to be followed by the words "or equal", and the Contractor may offer any material or process which shall be equal in every respect to that indicated or specified; provided, however, that if the material, process or article offered by the Contractor is deemed to not be equal in every respect to that specified by the YCOE, at the YCOE's discretion, then the Contractor must furnish the material or article specified, or one that in the opinion of the Architect is the quality thereof in every respect. The burden of persuasion of the equality to the satisfaction of the Architect shall be solely upon the Contractor. Requests for equals shall be submitted not later than 35 days after contract signing so as to avoid delay, and in no event will the time for completion of the project be extended on account of request for an equal. Failure to submit requests for equals in accordance

with this article shall constitute a waiver of the right to substitute equals for specified items. Requests shall be made on a form provided by the Architect.

- b.. The Contractor shall submit for approval to the Architect/Engineer and YCOE, a list of all materials proposed to be used which differ in any respect from materials specified. This list shall include all materials which are proposed by the subcontractors as well as by the Contractor, for use in work under the Contract, whether or not specifically mentioned in the specifications.
- c.. The list must also include the cost figures received by the Contractor for the material or materials which are submitted for approval as an equal, together with the cost figures of the specified material or materials for which equals are proposed. Failure to propose any item prior to the commencement of work, and within the time specified after the signing of the Contract, will be deemed sufficient cause for denial of the request for use of a proposed equal.
- d. If, after the Architect has favorably reviewed materials or equipment, it is found that the materials or equipment presented and favorably reviewed for use are not justifiably equal in quality and performance to the product originally specified, the Architect retains the right to revoke said favorable review, and to reject the materials or equipment without any additional cost.
- e. All materials shall be delivered so as to insure a speedy and uninterrupted progress of the work. Materials shall be stored so as to cause no obstruction and so as to prevent overloading of any portion of the structure on work site, and the Contractor, regardless of whether he/she stores materials on or off the site, shall be entirely responsible for damage or loss by weather, theft, vandalism, or other cause.
- f. After the Contract has been executed, the YCOE and the Architect will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in the contract documents.
- g. By making requests for equals or substitutions, the Contractor:
  - i.. represents that the Contractor has personally investigated the proposed substitute or equal product and determined that it is equal or superior in all respects to that specified.
  - ii. represents that the Contractor will provide the same warranty for the equal or the substitution that the Contractor would for that specified.



- iii. certifies that the cost data presented is complete and includes all related costs under this Contract except the Architect's redesign costs, and waives all claims for additional costs related to the equal or the substitution which subsequently became apparent; and
- iv. will coordinate the installation of the acceptable equal or substitute, making such changes as may be required for the work to be complete in all respects.
- v. early occupancy shall not in anyway affect the warranties provided pursuant to this contract;
- vi. all requests for substitution of proposed equals shall be accompanied by a substitution request form as provided by the Architect;
- vii. represents that the proposed substitution does not affect dimensions unless shown on drawings and does not require design changes in the Contract Documents;
- viii. represents that the Contractor will pay for changes to the building design, including engineering design, detailing, and construction costs caused by the requested substitution;
- ix. represents that the proposed substitution will have no adverse affect on the work, the schedule, or specified warranty requirements; and
- x. represents that maintenance and service parts will be readily available for the proposed substitution.

31. MODIFICATION: The contract, including all contract documents therein, may be modified by mutual consent and in writing only.

32. NOTICE AND SERVICE THEREOF: Any notice from one party to the other under the Contract shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in the following manner, (a) if the notice is given to the YCOE, by personal delivery thereof to the Facility Planner of said YCOE, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to the YCOE, postage prepaid and registered; (b) If the notice is given to the Contractor, by personal delivery thereof to said Contractor or to his/her duly authorized representative at the site of the project, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to Contractors business address, postage prepaid and registered; and (c) if the notice is given to the surety or any other

person, by personal delivery to such surety or other person, or by depositing same in the United States mail, enclosed in a sealed envelope, postage prepaid and registered.

33. OCCUPANCY PRIOR TO COMPLETION:

33.1. The YCOE reserves the right to occupy, on written notice, any portion of the work at any time before completion and while work is in progress. In the event of such occupancy, the Contractor shall provide, without additional cost to the

YCOE, suitable protection by means of fencing, barriers, posted signs or other methods as required to prevent persons other than those directly connected with the work from entering remaining areas where continuing work is being conducted, vehicles are operating, or materials are stored.

- a. Such occupancy by the YCOE prior to final acceptance shall not be construed by the Contractor as being an acceptance of that part of the project so occupied, nor shall the Contractor be entitled to, or make demand for, additional compensation or extension of time because of such occupancy.
- b. Such occupancy by the YCOE prior to final acceptance shall not be deemed to constitute a waiver of existing claims on behalf of the YCOE or Contractor against each other.
- c. The metered cost of electricity, water, fuel, etc., for the occupied portions will be borne by the YCOE from the start of such occupancy.
- d. The Contractor shall not be held responsible for any damage to the occupied portions of the project resulting from such occupancy by the YCOE, unless attributed to the Contractor's failure to comply with subdivision a. above.
- e. Use and occupancy by the YCOE prior to final acceptance shall not relieve the Contractor of his/her responsibility to provide and maintain all insurance and bonds required of the Contractor under the Contract until the work is completed and accepted by the YCOE.

34. OVERLOADING:

34.1. If the Contractor shall cause, permit, or allow any part of the building or buildings to be overloaded by storing, piling or setting thereon any material or equipment, or by performing thereon any of his/her work, he/she shall do so at his/her sole risk, and he/she shall be solely responsible for any and all loss, damage, and/or injury arising or resulting therefrom.

34.2. All materials brought onto the site shall be stacked up in an orderly manner in a designated area not in conflict with the area where work is being performed.



35. PAYMENT: Contractor understands and agrees that all Applications for Payment must be submitted to YCOE using forms approved in writing, by YCOE for use with the project and must be accompanied by any and all other information required by any other provision of the Contract Documents (e.g., cash allowances, change orders, current schedule of values, et cetera). Pay Applications that are not submitted on the proper form or accompanied by any other documentation required by the Contract Documents will not be considered complete and will be returned to Contractor for correction and resubmission. Once the Pay Application is considered complete, all Pay Application requests shall be processed as follows:

35.1. Certificates of Payment: Subject to other conditions of these specifications, within seven (7) days after receipt of Contractor's monthly request for payment on account, during the progress of the work, the Architect shall issue certificates authorizing payment on account of the Contract, for labor and materials actually incorporated in place in the building in a satisfactory manner or stored in an insured or bonded storage facility or warehouse, in a sum not to exceed ninety percent (90%) of a reasonable value of such temporarily accepted work.

35.2. Progress Payments: If the YCOE fails to make a progress payment within thirty (30) days after receipt of an undisputed and properly submitted payment request from Contractor, the YCOE shall pay interest to Contractor in accordance with and in the amount set forth in the applicable provisions of California law.

a. Any payment request determined not to be a proper request suitable for payment shall be returned to the Contractor as soon as practical, but not later than seven (7) days after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth the reasons in writing why the payment request is not proper.

b. A properly submitted payment request shall be defined as the date upon which the YCOE receives a payment request, certified in accordance with this Contract.

For purposes of this section, a "progress payment" includes all payments due contractors, except that portion of the final payment designated by the contract as retention earnings.

35.3 Proof of Value: Contractor shall submit to the Architect and to the Inspector vouchers or other satisfactory proof of the value of any work for which he/she claims payment on such account, and receipts showing that progress payments have been duly made on such contracts, and for materials furnished.

35.4. Inspector's Confirmation: All estimates of work performed during the preceding calendar month and all requests for payment thereof or for partial payment on account of equipment delivered but not installed, as herein provided for, shall be

certified by the Inspector and countersigned by him/her before any certificate shall be given to Architect. If errors are found in a request for payment, the errors shall be corrected by the Contractor, and the request resubmitted to the Architect and Inspector for approval, bearing the date of same as corrected.

- 35.5. Final Certificates: When the work is ready for acceptance by the YCOE Contractor shall submit a request for final payment, the Architect shall so certify in writing to the YCOE, and a certificate of acceptance will be issued to the Contractor which will bring his/her progress payment up to ninety percent (90%) of the Contract price, less sums withheld for liquidated damages, or other off-sets for defective work, if any.
- 35.6. Final Payment: A Notice of Completion will be filed by the YCOE upon completion and acceptance of the work. Thirty five (35) days after filing of such notice of completion payment due under the Contract, less amounts in satisfaction of stop notices and incomplete punch list items, will become due the Contractor and the Architect shall so certify to the YCOE authorizing the final payment. YCOE may withhold any reasonable sums payable to Contractor for any work that was not completed on said date or that is defective and ordered to be replaced, final payment for withholdings to be made when certified by the Architect in writing to YCOE. A reasonable sum shall be defined as 150% of the amount of monies necessary to complete or correct the work.
- 35.7. Stop Notices: YCOE shall withhold, from the next following payment to Contractor, 150% of any amount claimed in a stop notice timely filed with the YCOE. Amounts withheld shall only be paid upon a valid release of stop notice or other resolution pursuant to governing law. Disputes regarding the validity of stop notices shall be resolved pursuant to governing law and shall not be subject to the dispute resolution provisions set forth in Public Contracts Code Section 20104 and these contract documents. Neither the final payment nor any part of the retained percentage shall become due until the Contractor delivers to the YCOE a complete release of all stop notices arising out of this Contract, but the Contractor may, if any subcontractor refuses to furnish a release, furnish a bond satisfactory to the YCOE, to indemnify YCOE against any stop notice.

Contractor understands and acknowledges that public property may not be liened but that a subcontractor may file a stop notice with the YCOE. Contractor shall inform all subcontractors regarding the invalidity of liens on public property and in the event a subcontractor erroneously records a lien against public property, Contractor shall remove or bear the expense incurred by YCOE in removing the invalid lien, including all costs and reasonable attorney fees.

- 35.8. Payments Withheld: The YCOE may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any certificate of payment to such extent as may be necessary to protect the YCOE from loss on account of:

- a. Defective work not remedied;



- i. Payment for defective work shall not be made unless and until contractor provides written notice from its surety that surety waives the right to claim exoneration based on payment for defective work.
- b. Claims filed or reasonable evidence indicating probable filing of claims;
- c. Failure of the Contractor to make payments properly to subcontractors or for material or labor;
- d. Conditions indicating that the Contract cannot be completed for the balance then unpaid;
- e. Damage to another Contractor.
- f. Delays in progress toward completion of the work, with the stipulated amount of liquidated damages being withheld for each day of delay for which no extension is granted.

35.9. Substitution of Securities: Upon the Contractor's request, the YCOE will make payment of funds withheld from progress payments pursuant to the requirements of Public Contracts Code Section 22300, if the Contractor deposits in escrow with the YCOE's treasurer or with a bank acceptable to the YCOE, securities eligible for the investment under Government Code Section 16430 or bank or savings and loan certificates of deposit, upon the following conditions:

- a. The Contractor shall bear the expense of the escrow account including the expense of YCOE and the escrow agent, either the YCOE's Treasurer or the bank, in connection with the escrow deposit made;
- b. Securities or certificates of deposit to be placed in escrow shall be of a value at least equivalent to the amounts of retention to be paid to the Contractor pursuant to this section;
- c. The Contractor shall enter into an escrow agreement in the form set forth in Public Contracts Code Section 22300 and satisfactory to the YCOE, which agreement shall include provisions governing inter alia;
  - i. the amount of securities to be deposited;
  - ii. the providing of powers of attorney or other documents necessary for the transfer of the securities to be deposited;
  - iii. conversion to cash to provide funds to meet defaults by the Contractor, including, but not limited to, termination of the Contractor's control over the work, stop notices filed pursuant to

law, assessment of liquidated damages or other amounts to be kept or retained under the provisions of the Contract;

- iv. decrease in value of securities on deposit;
- v. the termination of the escrow upon completion of the Contract.

d. The Contractor shall obtain the written consent of the surety to such agreement.

35.10. Off-Setting Obligations: YCOE may off-set against payments required under this contract any monetary obligation from Contractor to YCOE whether the obligation arises out of this project or otherwise.

36. PRE-CONSTRUCTION CONFERENCE: Prior to start of construction a conference will be called for the purpose of reviewing the construction program with the Contractor's representative. At the conference, detailed program, sequence of work, and methods of access to work site shall be reviewed. Representatives of the YCOE, Architect, and Contractor shall be named, and YCOE will establish requirements for request of payments, procedures for correspondence, etc.

37. PROGRESS SCHEDULE:

37.1 This section includes the preparation and submission of the schedules and reports specified herein, including the up-to-date maintenance thereof as required. Progress payments to the Contractor shall be withheld by the YCOE until schedules are up to date.

37.2 Construction Schedule General Requirements: Contractor shall prepare and submit a detailed critical path method (CPM) schedule within twenty-one (21) calendar days of the formal notice to proceed. General requirements of the schedule shall include:

- a. a construction sequence that does not exceed the contract completion date.  
**IMPORTANT: PROGRESS SCHEDULES SUBMITTED TO THE YCOE UNDER ARTICLE 37 MUST SHOW ONLY ACTUAL WORKING DAYS, IRRESPECTIVE OF WEEKENDS, HOLIDAYS, ETC., UNLESS WORK IS SCHEDULED TO ACTUALLY BE PERFORMED ON THOSE DATES.** The YCOE anticipates that it is rare that work will be performed on weekends, holidays, etc., and as such anticipates that most progress schedules submitted in accordance with the requirements of Article 37 will reflect only a 5 day work week on the schedule. Failure to exclude weekends, holidays, and other non-working days or to exceed a five day work week will result in the Progress Schedule being rejected and constitutes a material breach of the Contract.



- b. submittal/approval/fabrication and delivery sequences for all key materials and equipment on the project.
  - c. activities to reflect major inspections and testing of equipment.
  - d. utilize computerized software, such as Primavera, Promus, Aldegraph, or equal computerized CPM scheduling software.
  - e. use conventional critical path methods, principles, and definitions to satisfy the requirements of this specification.
  - f. use Precedence Diagramming Method (PDM) format.
- 37.3 Cost loading of all work activities shall be required. the cumulative amount of all cost loaded work activities shall equal the total contract price. Prorate overhead profit and general conditions on all activities for the entire project.
- 37.4 Procurement activities must be cost loaded to determine payment amounts for materials stored on site. If materials stored on site are not to be submitted for payment as such, cost loading of procurement items will not be required.
- 37.5 Original CPM Schedule Submittal: The project CPM schedule shall have a level of detail sufficient to reflect the various construction activities and monitor the project in a usable and readable manner. A minimum number of activities, including procurement activities, shall be required as determined by the Architect in accordance with the scope of the project.
- 37.6 The Contractor may elect to supply the services of a CPM scheduling consultant, and shall do so if adequate scheduling capabilities do not exist in-house.
- 37.7 The original submittal shall include the following:
- a. time scaled logic network diagram in order by building. (3 copies)
  - b. bar chart in order by building, by early start. (3 copies)
  - c. bar chart in order by trade, by early start. (3 copies)
  - d. eight and one-half inch by eleven-inch (8-1/2" x 11") written reports for a), b) and c) above and a minimum of 3 copies of a full size (i.e., 24" x 36") color baseline schedule as well as all schedules as the schedule is updated throughout the project
  - e. a cost loaded report, including individual activity cost and estimated month projected payments for the entire length of the project, sorted by:

1) early start, 2) late start. the cost loading totals must equal the contract sum.

- 37.8 Schedule Maintenance and Updating: The project CPM schedule shall be updated on a monthly basis with the project status date (data date) being no more than ten (10) working days to the prior periodic submittal due date. Such report shall show actual progress on the schedule compared to the plan. Progress payments to the Contractor shall be withheld by the YCOE until schedules are up to date.
- 37.9 Periodic payment requests must include the current CPM schedule update at the time payment requests are submitted for processing. Progress payments to the Contractor shall be withheld by the YCOE until schedules are up to date.
- 37.10 Each update submittal shall include the current time scaled logic network diagram and bar charts.
- 37.11 Select reports yielding the following sort of orders will be required.
- a. activity listing sorted by building (including site), by total float, by early start.
  - b. activity listing sorted by building (including site), by early start.
  - c. during the report sorted by building, by total float; comparing current update with prior update.
  - d. variance report sorted by building by total float; comparing current update with original schedule.
  - e. value of work performed for current period, sorted by building, by trade.
  - f. value of work performed to date, sorted by building, by trade.
- 37.12 Included in the CPM schedule update shall be a written narrative report detailing the following:
- a. a general discussion of progress since the prior update, including areas of work being accomplished earlier or later than scheduled. Include a discussion of any delay reflected by the CPM schedule.
  - b. a listing of the critical path only, sorted by early start, and a narrative addressing all critical path changes for the current update, the projected completion date, and the Contractor's plan of action to maintain the contract completion date.



- c. a listing of all near-critical activities (activities having less than sixteen (16) working days total float) with a narrative discussion of the Contractor's plan of action to keep these activities from becoming critical.
  - d. a detailed listing and narrative of all logic changes, activity additions and deletions, duration modifications, and other scheduled alterations that were completed during the update.
  - e. each schedule update shall include CD(s) containing the CPM schedule files for that update.
  - f. the Contractor shall provide the YCOE, upon the YCOE's request, access to the scheduling software and hardware used to produce the original CPM schedule and monthly updates and an electronic copy of the schedule.
- 37.13 A copy of the most recent CPM construction schedule shall be posted in the Contractor's job office and copies of all out-of-date schedules shall be kept at the job office at all times for perusal by the YCOE.
- 37.14 In addition to the CPM schedule update and reports submitted with each periodic payment request, one copy of CPM schedule updates and required report shall be submitted to the architect and the YCOE. Such submittal shall be required within five (5) working days of the CPM schedule status date (data date).
- 37.15 Upon project closeout, the Contractor shall provide the YCOE and the architect with one copy each of the completed as-built schedule and applicable reports.
- 37.16 Submittal Schedule: The Contractor shall also furnish before first application for payment, a separate schedule along with the construction schedule specified above showing the proposed dates for submittal of all shop drawings, product data and samples.
- a. Submit two (2) copies of the submittal schedule to the architect.
- 37.17 RECOVERY SCHEDULES: Once a Contractor determines or the YCOE or Architect notifies the Contractor that based on his/her/its observations of the work completed and the work in progress that the Contractor is twenty one (21) calendar days or more behind schedule, the Contractor has a duty to prepare a Recovery Schedule in accordance with the requirements set forth in Article 36 and submit the same to the YCOE within seven (7) calendar days of receipt of notice that the Contractor is off schedule by twenty one (21) calendar days or more or, if no such notice is received by Contractor, within seven (7) calendar days of the date it becomes known to Contractor that Contractor is off schedule by twenty one (21) calendar days or more. Failure to timely provide YCOE with recovery schedules shall constitute a material breach of the contract and YCOE may declare the Contractor in default and terminate the contract.

38. PROTECTION OF WORK AND PROPERTY:

- 38.1 The Contractor shall continuously maintain adequate protection of all his/her work from damage and shall protect the YCOE's property from injury or loss arising in connection with this Contract. Contractor shall make good any such damage, injury or loss, except such as may be directly due to errors in the Contract documents or caused by agents or employees of the YCOE. Contractor shall adequately protect adjacent property as provided by law and the Contract documents.
- 38.2 Any plants which must be removed for proper execution of the work shall be removed without damage in a manner necessary for transplanting. The Contractor shall aid in this work and shall complete the transplanting and be responsible for watering and cultivation. The Contractor shall be responsible for damage to plants in a manner described in the foregoing paragraph.

39. QUALIFICATIONS FOR EMPLOYMENT:

- 39.1 No person under the age of 18 years of age and no person currently serving sentence in a penal or correctional institution shall be employed to perform any work under this Contract, unless, under the discretion of YCOE, the safety of facility users is protected by one or more of the following methods:
- a. The installation of a physical barrier at the worksite to limit contact with community users of YCOE facilities.
  - b. Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.
  - c. Surveillance of employees of the entity by YCOE personnel.
- 39.2 No person whose age or physical condition is such to make his/her employment dangerous to his/her health or safety or to the health or safety of others shall be employed to perform work under this Contract; provided that this sentence shall not operate against any physically handicapped person otherwise employable where such persons may be safely assigned to work which they can ably perform.

40. ROYALTIES AND PATENTS: The Contractor shall pay all royalties and license fees. He/she shall defend all suits or claims for infringement of any patent rights and shall save the YCOE harmless from loss on account thereof, except that the YCOE shall be responsible for all such loss when a particular process or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has information that the process or articles specified is an infringement of a patent he/she shall be responsible for such loss unless he/she promptly gives notice of such infringement in writing to the YCOE.



41. SANITARY FACILITIES: In accordance with applicable Cal-OSHA regulations, Contractor shall supply and maintain at his/her expense such toilets and other sanitary facilities as are necessary for use by workers employed at the job site. Such facilities shall be approved by YCOE.
42. SCHEDULE OF VALUES: Within ten (10) days after the execution of the contract, the successful bidder will be required to provide YCOE and Architect with a schedule of values that will break down the contract price into its component parts. The schedule of values shall allocate the entire Contract sum among the various portions of the work. The schedule of values should reflect the total cost of the work, including but not necessarily limited to, overhead, profit markups, start-up costs, completion costs, et cetera. The schedule of values should also separately itemize labor, by trade and hourly rate, for any trade performing work on the project in excess of one thousand dollars (\$1,000.00) and materials for any one activity in excess of one thousand dollars (\$1,000.00). If YCOE and/or the Architect questions the accuracy of any item, the successful bidder shall supply the specific detailed breakdown of the item(s) cost as requested by YCOE and/or Architect. Percentages of completion may be applied to the schedule of values by the YCOE and/or Architect to compute progress payments. The schedule of values should be aligned with the CPM schedule. Within ten (10) calendar days of the approval of any change order, the schedule of values must be updated to incorporate the change orders as provided herein and submitted to the YCOE and Architect. Within ten (10) calendar days of any change by Division of Industrial Relations to prevailing wage rates, the schedule of values shall be updated to reflect such changes and submitted to the YCOE and Architect.
43. SEPARATE CONTRACTS: The YCOE reserves the right to let other contracts in connection with the work including, but not limited to, work covered by a proposed change order that is not acceptable to the YCOE. The Contractor shall afford other contractors' reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his/her work with theirs.
44. SEVERABILITY: In the event any provision(s) of the contract documents is deemed to be invalid or unenforceable, that (those) provision(s) shall be severable from the remainder of the contract documents and shall not cause the invalidity or unenforceability of the remainder of the contract.
45. SUBCONTRACTORS:
- 45.1 The Contractor agrees that he/she is as fully responsible to the YCOE for the acts and omissions of his/her subcontractors and of persons either directly or indirectly employed by them, as he/she is for the acts and omissions of persons directly employed by him. Nothing contained in the Contract documents shall create any contractual (including third party beneficiary) relation between any subcontractor and YCOE.

- a. A subcontractor is a person or organization who has a direct contract with the Contractor to perform any of the work at the site. Subcontractor shall be listed in the Bid Proposal according to the instructions contained therein.
- b. The Contractor agrees to bind every subcontractor to the terms of this contract, including the General Conditions, Special Conditions, the Drawings and Specifications as far as applicable to the Contractor's work.

**The following provisions shall be included in the Contractor's contracts with his/her subcontractors, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the YCOE.**

The subcontractor agrees:

- i. To be bound to the Contractor by the terms of the Agreement, General Conditions, Special Conditions, Drawings and Specifications, and to assume toward him/her all the obligations and responsibilities that he/she, by those documents, assumes toward the YCOE.
- ii. To submit to the Contractor, applications for payment, in such reasonable time as to enable the Contractor to apply for payment under terms of the General Conditions.
- iii. To make all claims for extras, for extensions of time and for damages to the Contractor in the manner provided in the contract documents for claims by the Contractor upon the YCOE.

45.2 Contractor shall hold YCOE harmless and defend and indemnify YCOE from damages, if any, incurred as a result of Contractor's failure to include the required conditions in Contractor's subcontracts.

45.3. Contractor shall:

- a.. Pay the subcontractor, upon the payment of certificates, the amount allowed to the Contractor on account of the subcontractor's work to the extent of the subcontractor's interest therein.
- b. Pay the subcontractor to such extent as may be provided by the Contract documents or the subcontract, if either of these provides for earlier or larger payments than the above.



45.4. Pursuant to the provisions of Sections 4100 et seq., of the Public Contracts Code of the State of California, the Contractor shall not without the consent of the YCOE, either:

- a. Substitute any persons as subcontractors in place of the subcontractors designated in his/her original bid.
- b. Permit any subcontractor to be assigned or transferred or allow any work to be performed by anyone other than the original subcontractor listed in his/her bid.
- c. Other than in the performance of change orders, sublet or subcontract any portion of the work in excess of one-half of one percent of his/her bid for which his/her original bid did not designate a subcontractor.
- d. Contractor's violation of any of the provisions of sections 4100 et seq., of the Public Contracts Code, shall be deemed a material breach of this Contract, and the YCOE may terminate the Contract, or may assess the Contractor a penalty in the amount of not more than ten percent (10%) of the amount of the subcontract involved, or may both cancel the Contract and assess the penalty.

46. SUBMITTALS, SHOP DRAWINGS, CUTS AND SAMPLES: Shop drawings, brochures, catalogue cuts and samples in quantities specified by Architect shall be submitted to the Architect for all items for which they are required by the technical specifications. The Contractor shall examine all submittals for accuracy and completeness, including those submittals provided by subcontractors at any tier, in order to verify their suitability for the work and compliance with the contract documents and shall sign and date each submittal. Specific submittals requirements are identified in the individual specification Sections.

46.1 Submittal Requirements:

- a. General: Conform to specified procedures in submission of all required submittals.
- b. Specified Products: Where submittals are identified in individual specification Sections with the statement "None required for specified product.", only the named manufacturer's, product and model numbers are exempt from submittal requirements.
- c. Approved Equals and Substitutions: Where submittals are identified in individual specification Sections with the statement "None required for

specified product.", and Contractor is requesting an approved equal or substitution, all submittal requirements shall be in effect and will be required. Submittals shall identify all changes required in plan, detail and specification, and shall show or describe in detail, how proposed product will be incorporated, without altering the design or appearance of the Project in any way.

- d. Deferred Approvals: Items identified on the cover sheet of the Drawings that are not approved because the exact design or manufacturer are not known at the time of approval, and which require submittals be made through the Architect for review and acceptance after the Contract is signed.

#### 46.2 Submission Procedures:

- a. General: Schedule submissions a minimum three (3) weeks before required for use.
- b. Submissions:
  - i. General: After issuance of Notice to Proceed make submissions as follows:
  - ii. Deferred Approval Items: 21 calendar days.
  - iii. Early Start and/or Long Lead-Time Items: 30 calendar days.
  - iv. Color Selection Items: 30 calendar days.
  - v. Electrical, Mechanical and Equipment Items: 60 calendar days.
  - vi. All other items: 90 calendar days.

#### 46.3 Cover Sheet:

- a. General: All submittals shall be accompanied by a Submittal Cover Sheet as provided by the Architect. Contractor shall follow the format as follows:
  - i. Contractor: Provide company name, mailing address, telephone number and name of the contact person responsible for work on this project.



ii. Sub-contractor: Provide company name, mailing address, telephone number and name of the contact person responsible for work on this project.

iii. Submittal Description:

General: Describe contents of submittal completely; identify if material is a resubmittal and give previous submittal number.

Submittal Index: Provide index of all items included in submittal; properly identify with drawing numbers, etc.

iv. Specification Section Number: Identify submitted work with Section number and name shown in the Project Manual. Provide separate submittals for each specification Section, as required.

v. Submittal Number: Identify first submittal as number one (1); number re-submittals, if required, with succeeding numbers.

b. Submittals Identification:

i. General: Provide the following on each submittal.

ii. Date: Submission date and revision dates.

iii. Project: Project title and number; names of Architect, Contractor, and Sub-contractor.

iv. Product or Material: Name of manufacturer; product name or model number; and supplier.

v. Contractor's stamp: Initialed or signed, certifying to review of submittal, verification of field requirements and compliance with contract documents.

#### 46.4. Number of Copies Required:

a. General: Submit following number of copies:

b. Progress Schedule: Three (3) copies.

c. Schedule of Values: Three (3) copies.

d. Certifications: Three (3) copies.

- e. Shop Drawings: One (1) reproducible transparency and six (6) copies of each original drawing.
- f. Product Data/Material Lists: Seven (7) copies.
- g. Samples:
  - i. General: As identified in individual specification Section.
  - ii. Color/Pattern Section: One (1) set of manufacturer's complete range for initial selection; additional samples as requested of selected color/pattern for final color schedule.
- h. Substitutions: Seven (7) copies.
- i. Maintenance/Operating Manuals: Three (3) copies.
- j. Record Drawings: Reproducible transparencies and two (2) copies.
- k. Record Survey: Reproducible transparencies and two (2) copies.
- l. Contractor and Subcontractor Guarantees: Three (3) copies, all with original signatures.
- m. Products, materials and equipment – warranties: Three (3) copies, all with original signatures.

46.5. Submittal Review:

- a. General: Make submittals as required to cause no delay in the orderly progress of work, layout or fabrication under Contract, due allowance being made for checking by the Architect and for such corrections, resubmissions and rechecking as may be necessary. Do not commence any work requiring submittals until review by Architect has been completed.
- b. Review: Review of submittals will be general and only for general conformance with the Contract Documents. Review does not relieve Contractor from responsibility for coordinating work with other trades and compliance with requirements of Contract Documents for lengths, fit and other details, or from furnishing materials and work required by contract which may not be indicated on submittals when reviewed. Review does not authorize changes from Contract requirements. Efforts will be made by Architect to identify errors and omissions, but General Contractor is responsible for the accuracy and correctness of all submittals.



- c. Color Selections: Architect will make no selections until all submittals related to color have been received and materials reviewed.

- 47. PROJECT SUPERINTENDENT; PROJECT MANAGER; FOREMAN - SUBMISSION OF RESUME FOR APPROVAL TO ASSIGN TO PROJECT: Within five (5) days of receiving the Notice of Award, in addition to other contractually required submittals, Contractor shall also submit to YCOE the name, address, work, home and pager telephone of the Contractor's project manager, superintendent and foreman who will be assigned by the Contractor to the Project, as well as a copy of the resume of the superintendent and foreman.
  - 47.1. Designated Superintendent, Project Manager and Foreman - YCOE Approval Required: Within five (5) calendar days of receiving the Notice of Award, Contractor shall submit to YCOE the information identified in 47 above for YCOE's review. Within ten (10) business days of receipt of such information, YCOE shall notify Contractor as to whether the designated superintendent, project manager and foreman for the Project are acceptable to the YCOE. YCOE's approval shall not be unreasonably withheld. Contractor understands and agrees that the requirement to provide a Project Superintendent and a Project Manager expressly requires that Contractor employ two separate individuals and that contractor will not be permitted to staff this Project with just one employee wearing both the hat of Project Superintendent and Project Manager, unless expressly authorized by YCOE, in writing.
  - 47.2 If, at any time during the Project, the YCOE notifies the Contractor that either the superintendent, project manager or foreman on the Project are not performing to the YCOE's satisfaction, the Contractor shall immediately replace such individuals not later than seven (7) business days after receipt of such notification from YCOE. Contractor shall provide the YCOE with the information identified in Paragraph 47 above relating to any replacement superintendent, project manager or foreman prior to the individuals performing work on the Project. YCOE shall expeditiously review the information to determine whether the proposed replacement superintendent and/or foreman are acceptable to the YCOE, which approval shall not be unreasonably withheld.
  - 47.3 If, at any time during the Project, Contractor notifies the YCOE, in writing, stating the reasons therefore, that the Project superintendent or foreman have become unavailable to continue on the Project, Contractor may substitute other personnel of at least equal competence upon prior written approval by YCOE, which approval shall not be unreasonably withheld. Contractor understands, however, that YCOE will not approve any substitution if the basis of such request is to merely assign these employees to other Projects being constructed by Contractor before the completion of the Project that is the subject of this Contract. In proposing replacement personnel, Contractor must first provide the YCOE with the information identified in Paragraph 47 above relating to any replacement superintendent, project manager or foreman prior to the individuals performing work on the Project. YCOE shall expeditiously review the information to

determine whether the proposed replacement superintendent and/or foreman are acceptable to the YCOE.

- 47.4 Contractor shall keep a full-time project superintendent and foreman physically on each project site at all times that work is being performed on the project and shall keep during the progress of the project any necessary assistants to the Project Superintendent. Contractor understands and agrees that the Project Superintendent and/or foreman cannot be removed from any assigned project, without the express written consent of the YCOE, which YCOE agrees shall not be unreasonably withheld. Contractor understands, however, that YCOE will not approve any substitution if the basis of such request is to merely assign these employees to other Projects being constructed by Contractor before the completion of the Project that is the subject of this Contract.
- 47.5 The superintendent shall represent the Contractor in his/her absence and all directions given to him/her shall be as binding as if given to the Contractor.
- 47.6 The Contractor shall give efficient supervision to the work, using his/her best skill and attention. Contractor shall carefully study and compare all drawings, specifications and other instructions and shall at once report to the Architect any error, inconsistency, or omission which he/she may discover but he/she shall not be held responsible for their existence or discovery, unless there is a situation in which interpretation is doubtful or the error is sufficiently apparent as to place a reasonably prudent contractor on notice that an error exists.
- 47.7 Any time Contractor's personnel or personnel of subcontractors or materialmen are on the project site, Contractor shall have a designated person on site to be responsible for the work.
- 47.8 Contractor understands that it is solely responsible for giving directions to its subcontractors and/or responding to any requests for information from its subcontractors. Contractor also understands that it shall be its sole responsibility to coordinate the work of all of its subcontractors. Neither YCOE, Architect, inspector, or any officer, agent or employee thereof, shall provide direction to Contractor's subcontractors or respond to requests for information from subcontractors or coordinate subcontractor work.
- 47.9 The Superintendent shall submit daily reports to the YCOE not less than weekly including but not limited to: subcontractors on site, accurate head count of workers and trades, and materials, and equipment delivered to the site, visitors, accidents, problems, et cetera. Note: If the Contractor's Superintendent performs labor on the project, the Contractor shall cause the Superintendent to be paid at the prevailing wage for the classification of work performed.



48. THIRD PARTY BENEFICIARIES: This contract is by and between the YCOE and Contractor and/or their successors or assigns and no third party is intended expressly or by implication to be benefited by this Agreement.
49. UTILITIES:
- 49.1 Unless otherwise provided for under separate sections, Contractor shall arrange for and provide continuously until acceptance of work, all water, gas and electricity required. Contractor shall pay for such services unless specifically otherwise noted. Contractor must obtain prior written permission from YCOE before hooking up to any YCOE utilities that have not been directly submetered by Contractor. In the event Contractor is permitted to utilize YCOE utilities, Contractor shall be responsible for all costs attributable to Contractor's performance of work under this Contract and such charges will be back charged to Contractor on a pro-rata basis.
  - 49.2 Contractor shall send proper notices, make necessary arrangements, perform other services required in care and maintenance of all public utilities and assume all responsibility concerning same. Notify proper utility if damage occurs. Observe all rules and regulations of the respective utilities in executing the work.
  - 49.3 Contractor shall carefully check areas where operations of the Contract are to be performed and observe any existing overhead wires, equipment and other obstructions. Any such work shall be moved, replaced or protected, as required, whether or not shown or specified.
  - 49.4 Locations of existing underground lines shown on Drawings are based on information from best available sources but are to be regarded as approximate only. Deviations necessary to conform with actual locations and conditions shall be made without extra cost. Contractor shall exercise extreme care in locating and identifying said underground lines before starting work.
  - 49.5 Contractor shall exercise all reasonable precautions to preserve and protect any existing underground improvements whether or not shown or specified. Active utilities shown on Drawings shall be adequately protected from damage and removed or relocated only as indicated or specified. Where active utilities are encountered but are not shown on Drawings, Architect shall be advised; work shall be adequately protected, supported, or relocated as directed by Architect; contract sum will be adjusted for such additional work.
  - 49.6 Contractor shall repair to the satisfaction of Architect and without additional cost to YCOE, any damage to utility lines that occur as a result of operations of this work whether or not such utility lines are indicated.
50. WARRANTIES: Where the specifications require the Contractor to provide a written guarantee, it is the intention of this Contract that such guarantee shall run in favor of

YCOE, shall be made out to YCOE, and shall be delivered in writing, in the form set forth in these contract documents, to the YCOE prior to final payment.

- 50.1 Contractor's Guarantee During Construction: The YCOE shall not, in any way or manner, be answerable or suffer loss, damage, expense or liability for any loss or damage that may happen to said building, work, or equipment or any part thereof, or in, on, or about the same during its construction and before acceptance. Contractor assumes the risk of loss from destruction of, or damage to the project and in the event the work is damaged or destroyed in whole or in part by fire, earthquake, flood, or other peril, the time for the completion of the contract will be extended, and Contractor shall rebuild at no expense to YCOE. This

obligation shall not replace Contractor's obligation to carry insurance as set forth in the contract documents.

- 50.2 Contractor's Guarantee of Quality: Contractor unqualifiedly guarantees the "first-class" quality of all workmanship and of all materials, apparatus, and equipment used or installed by him/her or by any subcontractor or supplier in the project which is the subject of this Contract unless a lesser quality is expressly authorized in the Drawings and Specifications, in which event Contractor unqualifiedly guarantees such lesser quality and that the work as performed by Contractor will conform with the Plans and Specifications or any written authorized deviations therefrom.

- 50.3 Guarantees: Besides guarantees required elsewhere, Contractor shall and does hereby guarantee all workmanship and material for a period of two (2) years from the date of acceptance of the work by the YCOE (special or extended guarantees as noted shall be honored as specified under specific items) and shall repair or replace any or all material and workmanship (together with any other work which may be damaged in so doing) that is or becomes defective during the period of said guarantees without expense whatsoever to YCOE. For purposes of this Contract the date of acceptance shall be the date of the resolution of the governing body of YCOE accepting work excepting work which is incomplete upon date of said resolution, and then the date of acceptance shall be the date of final payment under this Contract. In the event the Contractor fails to comply with the requirements of any guarantee required by this Contract within seven (7) days after being notified in writing, YCOE is authorized to proceed to have the defects repaired and made good at the expense of contractor who shall pay the costs and charges therefor immediately on demand. In the event the defective condition giving rise to repairs pursuant to this warranty endangers persons or property, or otherwise substantially interferes with YCOE's ability to conduct its business or provide services for which the YCOE is responsible, YCOE may immediately make repairs after reasonable attempts to notify Contractor and Contractor shall pay the costs and charges of said repairs immediately upon demand. Early occupancy by YCOE or early use of a guaranteed item or system by YCOE, Contractor, subcontractor or any other person or agency shall not modify the period of guarantee which shall commence as set forth above.



51. SUPPLEMENTAL GENERAL CONDITIONS

51.1 Ownership And Use of Drawings, Specifications, Other Documents: The drawings, specifications and other contract documents for the project are the property of the YCOE and/or architect/engineer pursuant to contract requirements between the YCOE and the architect/engineer. Neither the contract, nor any subcontractor, or material or equipment supplier shall own or claim a copy right in the drawings, specifications, and other documents prepared by the architect/engineer and/or the YCOE.

51.2 Fingerprinting: On any project that is occupied at the time of construction, reconstruction or modernization or where workers are anticipated to come in contact with pupils, contractor shall comply with the applicable provisions of Education Code Section 45125.1 in a method as determined by the YCOE. Pursuant to Education Code Section 45125.1, contractor shall either conduct criminal background checks of all employees of contractor assigned to the contract site, and shall certify that no employees who have been convicted of serious or violent felonies as specified in Education Code Section 45125.1, will have contact with pupils by utilizing the certification regarding background checks and the corresponding attachments found in instructions to bidders and contract documents, or shall ensure that, by erection of a physical barrier, or otherwise, that workers and students shall be separated by a physical barrier.

If it is determined that the contractor must provide certification of employees, as part of such certification contractor must provide the YCOE with a list of all employees providing services pursuant to this agreement, and designate which sites such employees will be assigned.

In performing the services set forth in this agreement, contractor shall not utilize any employees who are not included on the list.

At owner's sole discretion, owner may make a finding, as authorized under Education Code Section 45125.1 that contractor's employees will have only "limited contact" with pupils. Contractor's failure to comply with this law shall be considered a material breach of this agreement.

In the case of new construction contracts where there are no students. If the project schedule provides for beneficial occupancy or portions of the project, or if the project should be delayed, then contractor, at no additional cost, shall meet the requirements of fingerprinting or providing a physical barrier as required by the YCOE.

51.3 Noise, Drugs, Tobacco and Alcohol: Contractor shall take all steps necessary to ensure that employee's of contractor, or any of its subcontractors employees do not use, consume, or work under the influence of alcohol, tobacco or illegal drugs while on the project. Contractor shall further prevent any of its employees or

subcontractor's employees from playing any recorded music devices, radios or wearing any radio headphone devices for entertainment while working on the project. Contractor shall prevent its employees, or subcontractor's employees from bringing any animal onto the project. Contractor shall become familiar with the YCOE's written policies, available online or by request, and school site policies or rules, available upon request from the school site, regarding conduct of persons present on YCOE facilities and school sites.

51.4 Noise Control: Contractor shall be responsible for the installation of noise reducing devices on construction equipment. Contractor shall comply with the requirements of the City and County of Yolo County with regard to noise ordinances governing construction sites and activities. If school is in session at any point during the progress of the project and in the YCOE's reasonable discretion, the noise from such work disrupts the students or faculty or the normal operation of the school then at the YCOE's request, the contractor shall schedule performance of all such work around normal school hours or make other arrangements so that the work does not cause disruption. In no event shall the contractor have the right to receive additional compensation or an extension to the contract time as a result of any such rescheduling. Noise control shall be implemented during site preparation and construction and any issue related to scheduling or rescheduling based on anticipated noise and school program issues must be scheduled in the project schedule as set forth in Article 37.

51.5 Administrative Site Resources: Contractor shall maintain at the site for the YCOE, a current copy of the California Building Code, Titles 19, 20 and 24 of the California Code of Regulations, any other document required by the Division of State Architect, and one record copy of the drawings, specifications, addendum, change orders and other modifications marked currently to record changes in selections and make such documents available to the YCOE and its architect. Contractor shall maintain an onsite computer with internet access so the contractor can review and post documents as require, including, but not limited to, filing and posting of Division of State Architect documents.

51.6 Division Of Industrial Relations Registration: Contractor shall comply with all DIR registration requirements in accordance with Labor Code Section 1725.5 and 1771.1 and compliance with the requirement is a material obligation of the contractor and all of its subcontractors. Failure of the contractor and/or any of its subcontractors at any tier to be properly registered with the DIR at all times during the performance of the work is a material breach subjecting the contractor and/or subcontractors to termination.

51.7 Excavation Deeper Than 4 Feet: If this contract involves digging trenches or other excavation that extends deeper than 4 feet below the surface, then all of the following apply:

A. The contractor shall promptly, and before the following conditions are disturbed, notify the YCOE, in writing, of any (1) material that the contractor believes may



be material that is hazardous waste as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a class 1, class 2 or class 3 disposal site in accordance with provisions of existing law; (2) subsurface or latent physical conditions at the site differing from those indicated; (3) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract.

- B. Upon receiving any such notice, the YCOE shall promptly investigate the condition, and if it finds the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in the contractors cost of, or the time required for, performance of any part of the work, shall issue a change order under the procedures set forth in this contract.
- C. In the event a dispute arises between the YCOE and the contractor whether the conditions materially differ or involve hazardous waste or cause a decrease or increase in the contractors cost of, or time required for performance of any part of the work, the contractor shall not be excused from any scheduled completion date, but shall proceed with all work under the contract. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protest between the parties.
- D. Pursuant to Labor Code Section 6705, if this project involves the excavation of any trench or trenches five (5) feet or more in depth the contractor shall, in advance of the excavation, submit to the YCOE, or a registered civil or structural engineer employed by the YCOE, or the YCOE's architect/engineer a detailed plan showing the design and shoring for protection from the hazard of caving ground during the excavation the trenches. If such plan varies from the Shoring System Standards established by the construction safety orders, the plans shall be prepared by a registered civil or structural engineer, but in no case shall such plan be less effective than that required by the construction safety orders. No excavation of trenches shall be commenced until the plan has been accepted by the YCOE or its delegated representative. Contractor shall not commence any excavation work until it has secured all necessary permits including the required CAL OSHA excavation/shoring permit.

- 51.8 Notification of Main or Trunk Line Utility Facilities: If the contractor, while performing work under the contract discovers any existing main or trunk line utility facilities not identified by the YCOE in the contract plans or specifications, contractor shall immediately notify the YCOE in writing. The local public utility where they are the owners of the utility, shall have the sole discretion to repair or relocate the work, or permit the contractor to do such repairs or relocation at a reasonable price. The contractor shall be compensated for the cost of locating, repairing damage not due to failure of the contractor to exercise reasonable care, and removing or relocating such utility facilities not set forth in the plans and specifications with reasonable accuracy.



## PAYMENT BOND TO ACCOMPANY CONTRACT

**Contractors must use this form, not a Surety Company form. Bond shall be issued by a Surety Company which is rated Best's A or better.**

Know All Men by These Presents: THAT WHERE, the Yolo County Office of Education (hereinafter designated as "YCOE") has awarded to \_\_\_\_\_, as principal, hereinafter designated as the "Contractor", a contract for the work described as follows: **The United Methodist Head Start Play Area Project.**

AND WHEREAS, Contractor is required by the provisions of Section 9550 et seq., Civil Code, to furnish a bond in connection with the contract.

NOW, THEREFORE, We the undersigned Contractor and surety are held and firmly bound unto the YCOE in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), said sum is consistent with the provisions of Section 9554 of the Civil Code, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if Contractor, his/her/it's heirs, executors, administrators, successors or assigns, or subcontractors, shall fail to pay any materials, provisions, provender, or other supplies or teams, implements or machinery 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 due under the Unemployment Insurance Act with respect to such work or labor, as required by the provisions of Section 9950 et seq. of the Civil Code, and provided that the claimant shall have complied with the provisions of said Code, the surety or sureties hereon will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond the surety or sureties will pay all court costs, expenses and the reasonable attorneys' fees fixed by the court and the application and interpretation of the rights and obligations hereunder shall be pursuant to California law. Surety's obligation to the Yolo County Office of Education pursuant to this bond is subject to the covenant of good faith and fair dealing.

This bond shall inure to the benefit of any and all persons, companies or 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.

Surety, for value received, hereby stipulates and agrees that in accordance with California Civil Code section 8152 no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same or payment for defective work or materials, except for final payment upon contract completion, shall in any way affect Surety's obligations or exonerate Surety on this bond, and Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications of, or payment for defective work or materials.



IN WITNESS WHEREOF, identical counterparts of this bond, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above-named on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CONTRACTOR (Name and Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

YCOE:

Yolo County Office of Education  
1280 Santa Anita Court  
Woodland, CA 95776

SURETY (Name and Principal place of business)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR AS PRINCIPAL

COMPANY: \_\_\_\_\_

(Corporate Seal)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

SURETY COMPANY: \_\_\_\_\_

(Corporate Seal)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attorney in Fact

THIS IS A REQUIRED FORM

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to: (Name and Address of agent or  
(Name and Address of Surety) representative for service of process  
in California)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_ Telephone: \_\_\_\_\_

State of California  
County of \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_, a Notary Public,  
in and for said State, personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument as the Attorney-in-Fact of the \_\_\_\_\_ (Surety)  
and acknowledged to me that he/she/they subscribed the name of the  
\_\_\_\_\_ (Surety) thereto and his/her own name as Attorney-in-Fact on the executed  
instrument.

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

WITNESS my hand and official seal.

\_\_\_\_\_  
(Seal)  
Notary Public in and for said State.

Commission expires: \_\_\_\_\_

Note: A copy of the power-of-attorney to local representative of the bonding company must be  
attached hereto.



## PERFORMANCE BOND TO ACCOMPANY CONTRACT

**Contractors must use this form, not a Surety Company form. Bond shall be issued by a Surety Company which is rated Best's A or better.**

KNOW ALL MEN BY THESE PRESENTS: that where, the Yolo County Office of Education (hereinafter designated as "YCOE") has awarded to \_\_\_\_\_ (hereinafter designated as "Principal" or "Contractor") a contract for the work described as follows: the \_\_\_\_\_ Project.

WHEREAS Principal is required to furnish a bond in connection with the contract, guaranteeing the faithful performance of the contract.

NOW, THEREFORE, we, the undersigned Principal and Surety are held and firmly bound unto the YCOE in the sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_), lawful money of the United States of America, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

The **condition** of this obligation is such,

That if the Contractor, his/her/it's heirs, executors, administrators, successors or assigns, shall abide by and in well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof as therein provided, on his/her/their part to be kept and performed at the time and in the manner therein specified, the Surety shall have no obligation pursuant to this bond except to participate in conferences provided in subparagraph 1.1, otherwise, the Surety's obligation under this bond shall arise after:

1. The Surety's obligation:

1.1 The YCOE has notified the Contractor and the Surety that the YCOE is considering declaring the Contractor in default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than seven (7) calendar days after receipt of such notice to discuss methods of performing the construction contract. If the YCOE, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the construction contract, but such agreement shall not waive the YCOE's right to subsequently declare the Contractor in default; and

1.2 The YCOE has declared the Contractor in default and formally terminated the Contractor's right to complete the contract. Default shall not be declared early than seven (7) calendar days after the Contractor and the Surety have received notice as provided in subparagraph 1.1; and

1.3 The YCOE has agreed to pay the balance of the contract price to the Surety in accordance with the terms of the construction contract or to a contractor selected to perform the construction contract in accordance with the terms of the contract with the YCOE.

2. When the YCOE has satisfied the conditions of paragraph 1, the Surety shall immediately and at the Surety's expense take the following actions:

2.1 Undertake to perform and complete the construction contract itself, through its agents or through independent contractors. Surety shall not undertake to perform and complete the construction contract by employing, authorizing, or utilizing the services of the principal contractor or affiliated organization without the written consent of the YCOE; or

2.2 Retain a qualified contractor acceptable to the YCOE for performance and completion of the construction project/contract. The contractor shall be selected with the YCOE's concurrence and his/her/its performance shall be secured with performance and payment bonds executed by a qualified Surety equivalent to the bonds issued for the original construction contract, and sufficient to pay to YCOE the number of damages as described in paragraph 4 et seq. resulting from the Contractor's default; or

2.3 Waive its right to perform and complete, arrange for completion, or obtain a new contractor by determining the amount of which it may be liable to the YCOE and as soon as practicable after the amount is determined, tender payment thereof to the YCOE.

2.4 Surety shall proceed in accordance with paragraph 2 not later than fifteen (15) calendar days after written notice that Contractor is declared to be in default. In an emergency, or if time is of the essence in the underlying contract, YCOE may take all reasonable actions necessary to protect the work of improvement and/or to continue the construction process pending Surety's investigation and action pursuant to paragraph 2. Cost incurred by YCOE in protecting the work of improvement or continuing the construction process pending Surety action shall be the joint and several responsibilities of Surety and Contractor.

3. If Surety does not proceed as provided in paragraph 2 et seq., Surety shall be in default on this bond and the YCOE shall be entitled to enforce any remedy available to YCOE. In the event a suit is brought upon this bond, Surety or Sureties will pay all court costs, expenses, and reasonable attorney fees fixed by the court.

4. After YCOE terminates the Contractor's right to complete the construction contract,

the responsibilities of the Surety to the YCOE shall not be greater than those of the contractor under the construction contract, and responsibilities of the YCOE to the Surety shall not be greater than those of the YCOE under the construction contract. To the limit of the amount of this bond, but subject to commitment by the YCOE of the balance of the contract price to mitigation of costs and damages on the construction contract, the Surety is obligated without duplication for:

4.1 The responsibilities of the Contractor for correction of defective work and completion of the construction contract.



4.2 Additional legal, design professional and delay costs resulting from the Contractor's default and resulting from the actions or failure to act as required in paragraphs 2 and 3.

4.3 Liquidated damages, or if no liquidated damages are specified in the construction contract, then actual damages caused by the delayed performance or non-performance of the Contractor.

5. Surety hereby waives notice of any change, including changes of time, to the construction contract or to related subcontracts, purchase orders and other obligations.

6. Notice to the Surety, the YCOE or the Contractor shall be mailed or delivered to the address shown on the signature page.

7. This bond, the rights, and obligations hereunder and the interpretation of any provision contained herein, shall be governed by the laws of the State of California and Surety, by submission of this bond to YCOE, shall be deemed to have submitted to the jurisdiction of California courts. Surety's obligations to YCOE pursuant to this bond are subject to the covenant of good faith and fair dealing and Surety's breach of said covenant shall give rise to a cause of action by YCOE for damages caused by Surety's breach of said covenant.

8. For the purposes of this bond, the construction contract shall be defined as all the documents in the agreement between YCOE and Contractor.

9. Surety, for value received, hereby stipulates and agrees that in accordance with California Civil Code Section 8152 no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same or payment for non-conforming or defective work or materials, except for final payment upon contract completion shall in any way affect Surety's obligations or exonerate Surety on this bond, and Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications, or of payment for defective work or non-conforming work or materials.

IN WITNESS WHEREOF, identical counterparts of this bond, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above-named on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

To be signed by Principal and Surety and Notarial Acknowledgment and Seal attached.

CONTRACTOR (Name and Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

YCOE:

Yolo County Office of Education  
1280 Santa Anita Court  
Woodland, CA 95776

SURETY (Name and Principal place of business)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR AS PRINCIPAL  
COMPANY:\_\_\_\_\_

(Corporate Seal)

By:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

SURETY COMPANY:\_\_\_\_\_

(Corporate Seal)

By:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

Attorney in Fact



THIS IS A REQUIRED FORM

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:  
(Name and Address of Surety)

(Name and Address of agent or  
representative for service of process  
in California)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

State of California  
County of \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_, a Notary Public, in and for said State, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument as the Attorney-in-Fact of the \_\_\_\_\_ (Surety) and acknowledged to me that he/she/they subscribed the name of the \_\_\_\_\_ (Surety) thereto and his/her own name as Attorney-in-Fact on the executed instrument.

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

WITNESS my hand and official seal.

\_\_\_\_\_  
(Seal)  
Notary Public in and for said State

Commission expires: \_\_\_\_\_

Note: A copy of the power-of-attorney to local representative of the bonding company must be attached hereto.

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

STATE OF CALIFORNIA

)

) ss.

County of \_\_\_\_\_

)

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

Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023  
by \_\_\_\_\_ personally known to me, or proved to me on  
the basis of satisfactory evidence, to be the person(s) who appeared before me.

Signature \_\_\_\_\_



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

**TO BE EXECUTED BY WINNING BIDDER AND  
SUBMITTED WITH SIGNED CONTRACT**

In accordance with the provisions of Section 3700 of the Labor Code, every contractor is required to secure payment of compensation to the contractor's employees.

Each contractor to whom a public works contract is awarded is required to sign and file with the awarding body the following certification prior to performing the work of the contract.

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

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title \_\_\_\_\_

Date: \_\_\_\_\_

**CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS**

\_\_\_\_\_ certifies that it has performed one of the following:

- ☐ Pursuant to Education Code Section 45125.1, Contractor has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the Yolo County Office of Education, pursuant to the contract/purchase order dated \_\_\_\_\_, and that none have been convicted of serious or violent felonies, as specified in Penal Code Sections 1192.7(c) and 667.5(c), respectively.

As further required by Education Code Section 45125.1, attached hereto as Attachment "A" is a list of the names of the employees of the undersigned who may come in contact with pupils.

OR

- ☐ Pursuant to Education Code Section 45125.2, Contractor will ensure the safety of pupils by one or more of the following methods:
- ☐ 1. The installation of a physical barrier at the worksite to limit contact with pupils.
- ☐ 2. Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

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

Date \_\_\_\_\_, 2023

\_\_\_\_\_  
By its: \_\_\_\_\_



**ATTACHMENT A:**

**CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS**

*(INSERT NAMES OF EMPLOYEES WHO MAY COME IN CONTACT WITH PUPILS)*

**CONTRACTOR'S CERTIFICATION REGARDING DEPARTMENT OF  
INDUSTRIAL RELATIONS REGISTRATION REQUIREMENTS TO BE  
SUBMITTED WITH THE CONTRACTORS BID**

In accordance with Public Contracts Code Section 1720, et seq. and 1725.5, contractor hereby certifies that he/she/it is registered with the Department of Industrial Relations in the manner prescribed by the Department in accordance with California Labor Code Section 1725.5. Contractor will also follow the requirements of Section 1771, 1774 - 1776, 1777.5, 1813 and 1815 of the Labor Code.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title \_\_\_\_\_

Date: \_\_\_\_\_



**CONTRACTOR'S CERTIFICATION REGARDING  
COMPLIANCE WITH CDC COVID-19 SAFETY PROTOCOLS**

**TO BE SUBMITTED WITH SIGNED CONTRACT**

In accordance with CDC and public health officials recommendations to eliminate or limit potential exposure and prevent the spread of COVID-19, every contractor who enters into a contract with the Yolo County Office of Education to perform work on an essential construction project during the current public health crisis shall recognize the importance of maintaining safe facilities and construction operations for the benefit of those individuals working on, in or around the project and other persons who may visit or be on, in or around the project area.

I/we hereby acknowledge our awareness of and understanding of the CDC and public health officials recommended protocols to prevent the spread of illness arising from COVID-19. I/we will fully comply with CDC and public health officials recommended protocols in an effort to prevent persons occupying, visiting and/or working in and around the designated project area from being exposed to, or infected with COVID -19

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title \_\_\_\_\_

Date: \_\_\_\_\_



## CERTIFICATION OF VACCINE VERIFICATION

The California Department of Public Health ("CDPH") requires, pursuant to its August 11, 2021, Order ("Order"), that all public and private schools serving students in transitional kindergarten through grade twelve, unless exempt, are required to verify the vaccine status of all K-12 school workers, effective October 15, 2021. Further, pursuant to the Order, all such schools are required to verify that all workers are either fully vaccinated or undergo weekly diagnostic testing. This health order will apply to all Yolo County Office of Education (YCOE) employees and contractors.

Individuals who are not fully vaccinated, or for whom vaccine status is unknown or documentation is not provided, must be considered unvaccinated. Unvaccinated individuals are required to undergo weekly PCR or antigen testing.

In light of these CDPH requirements, the **(Name of Agency)** hereby certifies that the personnel providing services at YCOE site(s) will need to comply with the CDPH Order's COVID-19 requirements for fully vaccinated personnel or unvaccinated personnel. Personnel who are not fully vaccinated or decline to state their vaccination status will be treated as unvaccinated, and Agency will comply with the CDPH Order, and all applicable state and local laws for vaccinated and unvaccinated personnel.

**Individuals serving the Head Start/Early Head Start Program:** Beginning January 2022, all teachers, program staff and contractors will be required to be vaccinated to help ensure the health and safety of children, families, and their communities as announced by President Biden on September 9, 2021.

Please attach a list of names of the personnel who may come in contact with children/students at Yolo County Office of Education sites. At any point in time proof of vaccination or weekly diagnostic testing documentation will be provided upon request by Yolo County Office of Education.

\_\_\_\_\_  
Signature/Title/Agency

\_\_\_\_\_  
Date

10/2021

**ATTACHMENT A:**



**CONTRACTOR CERTIFICATION REGARDING VACCINE VERIFICATION**

*(INSERT NAMES OF EMPLOYEES WHO MAY COME IN CONTACT WITH PUPILS)*