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County of Santa Cruz

GENERAL SERVICES DEPARTMENT

701 OCEAN STREET, SUITE 330, SANTA CRUZ, CA 95060-4073

(831) 454-2718 FAX: (831) 454-2710 TDD: (831) 454-2123

ROY HOLMBERG, DIRECTOR

May 9, 2000

AGENDA: May 23, 2000

Board of Supervisors
County of Santa Cruz
701 Ocean Street
Santa Cruz, California 95060

REQUEST TO ADVERTISE 1110 EMELINE ROOF #99C1-016

Members of the Board:

As part of the 199912000 Plant Budget, your Board allocated funds to provide for a licensed contractor to replace full hip roof, gutters, repair framing and fascia on 1110 Emeline Avenue building. Plans and specifications have been prepared by the Department of General Services Facilities Division. These items and associated documents related to the project must be approved by your Board prior to solicitation of written proposals. Funds are available in Budget Index 191022 , Sub-Object 6610 Q40001. The cost of the project is estimated to be \$19,400.

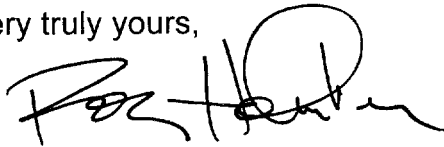
It is therefore RECOMMENDED that your Board take the following actions:

1. Approve plans and specifications on file with the Clerk of the Board for the 1110 EMELINE ROOF #99C1-016;
2. Direct the General Services Department to advertise for bids; and,

Request to Advertise, #99C1-016
May 9, 2000
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3. Set the bid opening for 10:45 a.m. on June 20, 2000.

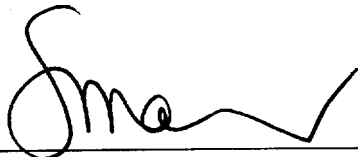
Very truly yours,



ROY K. HOLMBERG
Director

RKH:mmc

RECOMMENDED:



SUSAN A. MAURIELLO
County Administrative Officer

cc: County Administrative Office
County Counsel
Auditor-Controller
General Services Department
General Services Fiscal



County of Santa Cruz⁰¹⁰⁹

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ROY HOLMBERG, DIRECTOR

May 23, 2000

Engineer's Estimate: \$19,400

NOTICE TO CONTRACTORS #99C1-016 1110 EMELINE ROOF

Sealed proposals shall be delivered to the Purchasing Agent of Santa Cruz County, 701 Ocean Street, Room 330, Santa Cruz, CA 95060, no later than 10:00 a.m. on June 20, 2000 and at 10:45 a.m., or soon after, they will be publicly opened and read in the Supervisor's Hearing Room, Room 525, Government Center, 701 Ocean Street, Santa Cruz, California, for a licensed contractor to replace full hip roof, gutters, repair framina and facia on 1200 sq. ft. building as required in accordance with the Specifications and Drawings therefor, to which special reference is made as follows: 1110 EMELINE ROOF.

Bids are required for the entire work as described on the plans and specifications prepared by County of Santa Cruz, General Services Department - Facilities Division.

Plans, Specifications and Proposal forms to be used for bidding on this project can only be obtained at the Office of the Purchasing Agent, 701 Ocean Street, Room 330, Santa Cruz, California 95060. A non-refundable fee of \$15.00 is required per set of bid documents. Mailing costs will be charged extra at \$5.00 per set. Any request for bid documents must be accompanied by a check for the correct charges.

Prospective bidders must be fully qualified, licensed, certified and insured to perform the work requested. All work performed must meet all current State and local laws and regulations.

Prior to bidding, interested contractors should attend a pre-bid conference and review of the work site conducted by the Engineer. Prospective bidders should meet at the work site, 1110 Emeline Avenue, Santa Cruz, CA at 10:00 a.m. on June 6, 2000 for the pre-bid conference. All pre-bid questions should be directed to John Jansen, Project Manager at (831) 454-4608.

No bid will be considered unless it is made on the form furnished by the Purchasing Agent and is made in accordance with the provisions of the specifications.

County will be the sole judge as to the technical acceptability of any proposals and any award will be as determined most advantageous to the County considering such factors as completeness and responsiveness to Request for Proposal, experience, references and anticipated costs. The County reserves the right to reject any or all proposals or parts thereof and to waive any informality or irregularity in any proposal.

Notice to Contractors #99C1-016
May 23, 2000
Page Two

0110

Bids shall be accompanied by cash or a certified or cashier's check payable to the order of the County of Santa Cruz, in the amount of ten percent (10%) of the bid, or by a bid bond in that amount signed by a corporate surety. The cash or check shall be forfeited or the bond shall become payable to the County in case the bidder does not enter into a contract with the County within ten (10) days, not including Sundays and legal holidays, after written notice that the contract has been awarded.

Pursuant to §1770 of the Labor Code, the Director of the Department of Industrial Relations, State of California, has ascertained the general prevailing rate of per diem wages applicable to the work to be performed, which rates are filed in the Office of the Purchasing Agent, and copies of which are available to any interested parties on request.

Any bid proposal, or other response to a solicitation for bid or proposal which proposes or calls for the use of any topical hardwood or wood product in performance of the contract shall be deemed non-responsive pursuant to County Code §2.37.107.

H:\Formal Bids\99c1-016\NTC .wpd

CONSTRUCTION DOCUMENTS

FOR

Project: 1110 EMELINE ROOF

COUNTY OF SANTA CRUZ, CALIFORNIA

**For use in connection with Santa Cruz County standards
and the 1995 Uniform Building Code.**

BIDS OPEN: June 20, 2000

Proposal No. #99C1-016

PROJECT: 1110 EMELINE ROOF

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Division C - Technical Specifications

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Proposal

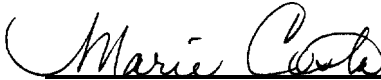
Bidder's Bond

Statement of Compliance

Agreement

Guaranty

Specifications approved as to form

 _____ County Counsel	5-11-00 _____ Date
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COUNTY OF SANTA CRUZ**May 23, 2000****Engineer's Estimate: \$19,400****Notice to Contractors #99C1-016
1110 EMELINE ROOF**

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SECTION 1. Definitions and Terms

The following terms shall be interpreted as follows:

Board of Supervisors **Board** of Supervisors of the County
of Santa Cruz. California

State of California,
County or Owner County of Santa Cruz, California

County Clerk County Clerk of the County of
Santa Cruz, California

County Counsel County Counsel of the County of
Santa Cruz. California

General Services Department,
Purchasing Agent General Services Department and
Purchasing Agent of the County of
Santa Cruz, California

Engineer, Architect, Consultant The Director of the General Services
Department of the County of Santa Cruz,
or his designated representative

SECTION 2. Proposal Requirements and Conditions

The bidder must observe the following requirements and conditions in the Preparation of the proposal form and the Submission of the bid:

2.01 Examination of Plans, Specifications, Contract, and Site of Work. The bidder shall examine carefully the area of the work contemplated, the plans and specifications, and the proposal and contract forms therefor. The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and scope of work to be performed, the quantities of materials to be furnished and as to the requirements of the proposal, plans, specifications, and the contract. The misplacement, addition or omission of any letter, word or punctuation mark shall in no way damage the true spirit, intent or meaning of the specifications, and shall be brought to the immediate attention of the Engineer.

2.02 Proposal Forms. The department will furnish to each bidder a standard proposal form, which when filled out and executed may be submitted as his bid. Bids not presented on forms so furnished will be disregarded.

The Proposal form is in detached form in an envelope as part of the construction documents package. The proposal shall set forth for each item of work, in clearly legible figures, a total for the item in the respective spaces provided, and shall be signed by the bidder, who shall fill out all blanks in the proposal form as therein required. For reference during the bidding process, a copy of the Proposal form is bound in the construction documents together with the notice to contractors, specifications, and contract.

The proposal shall be submitted as directed in the "Notice to Bidders" under sealed cover plainly marked as a proposal, and identifying the Project to which the proposal relates and the date of the bid opening therefor. Proposals which are not properly marked may be disregarded by the Purchasing Agent.

2.03 Rejection of Proposals. Proposals may be rejected if they show any alteration of form, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind.

When proposals are signed by an agent, other than the officer or officers of a corporation authorized to sign contracts on its behalf or a member of a partnership, a "Power of Attorney" must be on file with the General Services Department prior to opening bids or shall be submitted with the Proposal; otherwise the proposal will be rejected as irregular and unauthorized.

2.04 Proposal Guaranty. All bids shall be presented under sealed cover and accompanied by one of the following forms of bidder's security:

- a. Cash, a cashier's check, a certified check, or a bidder's bond executed by an admitted surety insurer, payable to the County of Santa Cruz.

The surety shall be in an amount equal to at least ten (10) percent of the amount bid. A bid will not be considered unless one of the forms of bidders security is enclosed with it.

The form of Bidder's Bond will be found following the signature page of the proposal attached hereto.

2.05 Withdrawal of Proposals. Any bid may be withdrawn at any time prior to the time fixed in the public notice for the opening of bids only by written request for the withdrawal of the bid filed with the Purchasing Agent. The request shall be **executed** by the bidder or his duly authorized representative. The withdrawal of a bid does not prejudice the right of the bidder to file a new bid. Whether or not bids are opened exactly at the time fixed in the public notice for opening bids, a bid will not be received after the time specified for receipt of bids; a bid may not be withdrawn after the time fixed in the public notice for the opening of bids.

2.06 Public Opening of Proposals. Proposals will be opened and read publicly at the time and place indicated in the "Notice to Bidders." Bidders or their authorized agents are invited to be present.

2.07 Effective Time of Proposals. Once proposals have been opened, they shall remain in effect for ninety (90) days. Reference Section 3.01.

2.08 Relief of Bidders. Attention is directed to the provisions of Public Contract Code Section 5101 through 5107 concerning relief of bidders, and in particular to the requirement of Section 5103(b) therein, that the bidder give written notice of the mistake within five (5) days after the opening of the bids of the alleged mistake, specifying in the notice in detail how the mistake occurred.

2.09 Disqualification of bidders. More than one proposal from an individual, firm, partnership, corporation, or combination thereof under the same or different names will not be considered. Reasonable grounds for believing that **any** individual, firm, partnership, corporation or combination thereof is interested in more than one proposal for the work contemplated may cause the rejection of all proposals in which such individual, firm, partnership, corporation or combination thereof is interested. If there is reason for believing that collusion exists among the bidders, any or all proposals may be rejected. Proposals in which the prices obviously are unbalanced may be rejected.

2.10 Competency of Bidders. Attention is directed to the "Contractor's Licensing Laws," and the requirements relating to the licensing of Contractors. (See Section 6.06).

No bid will be accepted from, nor a contract awarded to, any bidder to whom a proposal form has not been issued by the County.

SECTION 3. Award and Execution of Contract

3.01 Award of Contract. The right is reserved to reject any and all proposals.

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed. Such award, if made, will be made within sixty (60) days after the opening of the proposals. If the lowest responsible bidder refuses or fails to execute the contract, the County may award the contract to the second lowest responsible bidder. Such award, if made, will be made within seventy-five (75) days after the opening of proposals.

If the second lowest bidder refuses or fails to execute the contract, the County may award the contract to the third lowest responsible bidder. Such award, if made, will be made within ninety (90) days after the opening of the proposals. The periods of time specified above within which the award of contract may be made shall be subject to extension for such further period as may be agreed upon in writing between the County and the bidder concerned.

3.02 Contract Bonds. A Faithful Performance Bond in the amount of 100% of the amount bid, and a Labor and Materials Bond in the amount of 50% of the amount bid shall be provided by the Contractor to the County of Santa Cruz.

3.03 Execution of Contract. The contract shall be signed by the successful bidder and returned, together with the contract bonds, within ten (10) days, not including Saturday, Sundays, and legal holidays, after the bidder has received notice that the contract has been awarded.

3.04 Failure to Execute Contract. Failure of the lowest responsible bidder, the second lowest responsible bidder, or the third lowest responsible bidder to execute the contract and file acceptable bonds as provided herein within ten (10) days, not including Saturday, Sundays and legal holidays, after such bidder has received notice that the contract has been awarded to him/her, shall be just cause for the annulment of the award and the forfeiture of the proposal guaranty. The successful bidder may file with the Purchasing Agent, a written notice, signed by the bidder or his/her authorized representative specifying that the bidder will refuse to execute the contract if presented to him/her. The filing of such notice shall have the same force and effect as the failure of the bidder to execute the contract and furnish acceptable bonds within the time hereinbefore prescribed.

3.05 Return of Proposal Guarantees. Within twelve (12) working days after the award of the contract to the lowest responsible bidder, the Purchasing Agent will return the Proposal guaranties, other than bidders' bonds, accompanying such of the Proposals as are not to be further

considered in making the award. Retained proposal guaranties will be held until the contract has been finally executed, after which all proposal guaranties, except bidders' bonds and any guaranties which have been forfeited, will be returned to the respective bidders whose proposals they accompany.

SECTION 4. Beginning of Work, Time of Completion and Liquidated Damages

4.01 Beginning of Work. The Contractor shall begin work within ten (10) days after receiving Notice to Proceed, and shall diligently prosecute the same to completion within the number of calendar days set forth in the Special Conditions.

Should the Contractor begin work in advance of the contractor receiving the Notice to Proceed as above provided, any work performed by him/her in advance of the said date shall be considered as having been done by him/her at his/her own risk and as a volunteer unless said contract is so approved.

4.02 Time of Completion. The Contractor shall complete all or any designated portion of the work called for under the contract in all parts and requirements within the time set forth in the Special Conditions.

A calendar day is defined as any day, including Saturdays, Sundays and legal holidays.

4.03 Liquidated Damages. Time is of the essence in this contract. It is agreed by the parties to the contract that in case all the work called for under the contract in all parts and requirements is not finished or completed within the number of calendar days as set forth in the Special Conditions, damage will be sustained by the County, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the County will sustain in the event of and by reason of such delay: and it is therefore agreed that the Contractor will pay to the County the sum set forth below per day for each and every calendar day's delay in finishing the work in excess of the number of calendar days prescribed; and the Contractor agrees to pay said liquidated damages herein provided for, and further agrees that the County may deduct the amount thereof from any moneys due or that may become due the Contractor under the contract.

It is further agreed that in the event the Contractor fails to complete work and all requirements under this Agreement within the number of calendar days specified, the County shall have the right (but not the obligation) to increase the number of calendar days, as the County may in its sole discretion deem best to serve its interests.

The Contractor will be granted an extension of time and will not be assessed with liquidated damages for any portion of the delay in completion of the work beyond the time named in the Special Conditions for the completion of the work caused by acts of God or of the public enemy, fire,

storms, floods, tidal waves, earthquakes, shortage of materials and freight embargoes, provided that the Contractor shall notify the Engineer in writing of the causes of delay within fifteen (15) days from the beginning of any such delay. The Engineer shall ascertain the facts and the extent of the delay, and his findings thereon shall be final and conclusive.

4.04 Construction Schedule and Pre-Construction Meeting. Prior to the first work day of the contract, the County will schedule a pre-construction meeting to review the project with the contractor, engineer, and all parties responsible for the execution of the work. At the time of the meeting, the construction schedule, four (4) copies of which shall have been presented to the County within ten (10) working days after the Notice of Award, shall be reviewed and any approved changes made. Schedules shall be adhered to throughout the contract period.

SECTION 5. General

5.01 Intent of Plans and Specifications. The intent of the plans and specifications is to prescribe the details for the construction and completion of the work which the Contractor' undertakes to perform in accordance with the terms of the contract. Where the plans or specifications describe portions of the work in general terms, but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment, and incidentals, and do all the work involved in executing the contract in a satisfactory and workmanlike manner.

5.02 Final Cleaning Up. Before final inspection of the work, the Contractor shall clean the material. sites, and all work areas occupied by him/her in connection with the work, of all rubbish, excess materials, false-work, temporary structures, and equipment. All parts of the work shall be left in a neat and presentable condition. Full compensation for final cleaning up will be considered as included in the prices paid for the various contract items of work, and no separate payment will be made therefor.

5.03 Changes. The County reserves the right to make such alterations, deviations, additions to or omissions from the plans and specifications, including the right to increase or decrease the quantity of any item or portion of the work or to omit any item or portion of the work, as may be deemed by the Engineer to be necessary or advisable and to require such extra work as may be determined by the Engineer to be required for the proper completion or construction of the whole work contemplated.

Any such changes will be set forth in a written contract order which will specify, in addition to the work to be done in connection with the change made, adjustment of contract time, if any, and the basis of compensation for such work. A contract change order will not become effective until approved in writing by the Engineer.

Upon receipt of an approved contract change order, the Contractor shall Proceed with the ordered work. If ordered in writing by the Engineer, the Contractor shall proceed with the work so ordered prior to actual receipt of an approved contract change order therefor. In such cases, the Engineer will, as soon as practicable, issue an approved contract change order for such work and the provisions in Section 5.05, "Procedure and Protest," shall be fully applicable to such subsequently issued contract change order.

5.04 Assignment. Contractor shall not assign this contract or any part thereof without prior written consent of the County. Any assignment of money due or to become due under this contract shall be subject to a prior lien for services rendered or material supplied for Performance of work called for under said contract in favor of all persons, firms, or corporations rendering such services or supplying such materials to the extent that claims are filed pursuant to the Civil Code and shall also be subject to deductions for liquidated damages if liquidated damages have been assessed as specified in Section 4.03 herein.

5.05 Procedure and Protest. A contract change order approved by the Engineer may be issued to the Contractor at any time. Should the Contractor disagree with any terms or conditions set forth in an approved contract change order which he has not executed, he shall submit a written protest to the Engineer within fifteen (15) days after the receipt of such approved contract change order. The protest shall state the points of disagreement and, if possible, the contract specification references, quantities, and costs involved. If a written protest is not submitted, payment will be made as set forth in the approved contract change order, and such payment shall constitute full compensation for all work included therein or required thereby. Such unprotested approved contract change orders will be considered as executed contract change orders.

Claims of \$375,000 or less will be resolved under the procedure set forth in Public Contract Code Section 20104, which requires (in summary) that:

- a. The claim shall be in writing and include the documents necessary to substantiate the claim, and must be filed before final payment;
- b. The County will endeavor to respond in writing within 45 days (for claims of less than \$50,000) or within 60 days (for claims between \$50,000 and \$375,000);
- c. If the Contractor disputes the County's written response, it may so notify the County and demand an informal conference to meet and confer for settlement of the issues in dispute;
- d. If the claim remains in dispute after the meet and confer conference, the Contractor **may** file a claim pursuant to Government Code Section 910 et seq.:

- e. If a civil action is filed to resolve the claim, the matter will be submitted to nonbinding mediation;
- f. If the matter is not resolved at mediation, the case shall be submitted to judicial arbitration pursuant to Code of Civil Procedure Section 1141.10 et seq., and the Civil Discovery Act of 1986 shall apply, and the arbitrator shall be experience in construction law;
- g. Any party who, after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgement shall, in addition to payment of costs and fees, pay the other party's attorney's fees arising out of the trial de novo.

Where the protest concerning an approved contract change order relates to the adjustment of contract time for the completion of the work, the time to be allowed **therefor** will be determined as provided in Section 4.03, "Liquidated Damages."

Proposed contract change orders may be presented to the Contractor for his consideration prior to approval by the Engineer. If the Contractor signifies his/her acceptance of the terms and conditions of such proposed contract change order by the Engineer and issued to the Contractor, payment in accordance with the provisions as to compensation therein set forth shall constitute full compensation for all work included therein or required thereby. A contract change order executed by the Contractor and approved by the Engineer is an executed change order. An approved contract change order shall supersede a proposed, but unapproved contract change order covering the same work.

5.06 Changes in Character of Work. If an ordered change in the plans or specifications materially changes the character of the work of a contract item from that on which the Contractor based his bid price, and if the change increases or decreases the actual unit cost of performing the work of said item in accordance with the plans and specifications originally applicable thereto, in the absence of an executed contract change order specifying the compensation payable, an adjustment in compensation therefore will be made in accordance with the following:

The basis of such adjustment in compensation will be the difference between the actual unit cost to perform the work of said item or portion thereof involved in the change as originally planned and the actual unit cost of performing the work of said item or portion thereof involved in the change, as changed. Actual unit costs will be determined as agreed to by the Contractor and the Engineer. Any such adjustment will apply only to the portion of the work of said item actually changed in character.

Failure of the Engineer to recognize a change in character of the work at the time the approved contract change order is issued shall in no way be construed as relieving the Contractor of his duty and responsibility of filing a written protest within the fifteen (15) day limit as provided in Section 5.05, "Procedure and Protest."

5.07 Extra Work. New and unforeseen work will be classed as extra work when determined by the Engineer that such work is not covered by any of the various items for which there is a bid price or by combinations of such items. In the event portions of such work are determined by the Engineer to be covered by some of the various items for which there is a bid price or combinations of such items, the remaining portion of such work will be classed as extra work.

The Contractor shall do such extra work and furnish labor, material, and equipment **therefor** upon receipt of an approved written contract change order or other written order of the Engineer.

5.08 Differing Site Conditions.

- a. The Contractor shall promptly, and before the conditions are disturbed, notify the County, in writing, of any:
 1. Material that the Contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law;
 2. Subsurface or latent physical conditions at the site differing from those indicated; or
 3. Unknown physical conditions at the site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
- b. The County shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order under the procedures described in the contract.
- c. In the event that a dispute arises between the County and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused for any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The 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 contracting parties.

5.09 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 party giving such notice or by duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in one the following manners:

- a. If notice is given to the County by personal delivery thereof to the County, or by depositing same in United States mails, enclosed in a sealed envelope, addressed to the County, postage will be prepaid and registered.
- b. If notice is given to Contractor by personal delivery thereof to said Contractor or his foreman at site of project, or by depositing same, in United States mails, enclosed in a sealed envelope addressed to said Contractor at his regular place of business or at such other address as may have been established for the conduct of work under this contract, postage will be prepaid and registered.
- c. If notice is given to surety or other person by personal delivery to such surety or other person or by depositing same in the United States mails; enclosed in a sealed envelope, addressed to such surety or person at the address of such surety or person, last communicated by him/her to party giving notice, postage will be prepaid and registered.

5.10 INSURANCE. CONTRACTOR, at its sole cost and expense, for the full term of this Contract (and any extensions thereof), shall obtain and maintain at minimum all of the following insurance coverage. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTOR'S insurance coverage and shall not contribute to it. CONTRACTOR agrees to forward copy of these insurance requirements to respective insurance brokers for review and compliance.

a. Types of Insurance and Minimum Limits.

1. CONTRACTOR'S vehicles used in the performance of this Contract, including owned, non-owned (e.g. owned by CONTRACTOR'S employees), leased or hired vehicles, shall each be covered with Automobile Liability Insurance in the minimum amount of \$500,000.00 combined single limit per accident for bodily injury and property damage.
2. CONTRACTOR shall obtain and maintain Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000.00 combined single limit, including bodily injury, personal injury, and broad form property damage. Such insurance coverage shall include, without limitation, contractual liability coverage.

b. Other Insurance Provisions.

1. As to all insurance coverage required herein, any deductible or self-insured retention exceeding one percent (1%) of a company's annual gross earnings or \$5,000.00 (whichever is greater) for an individual shall be disclosed to and be subject to approval by COUNTY Risk Manager, prior to the effective date of this contract.
2. If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, CONTRACTOR shall maintain such insurance coverage with an effective date earlier or equal to the effective date of the contract and continue coverage for a period of three years after the expiration of the contract and any extensions thereof. In lieu of maintaining post-contract expiration coverage as specified above, CONTRACTOR may satisfy this provision by purchasing tail coverage for the claims made policy. Such tail coverage shall, at a minimum, provide coverage for claims received and reported three years after the expiration date of this contract.
3. All required Automobile Liability Insurance, Comprehensive or Commercial General Liability Insurance shall contain the following endorsement as a part of each policy:

"The County of Santa Cruz, its officers and employees, are hereby added as an additional insured, as respects the operations of the named insured."

4. All the insurance required herein shall contain the following clause:

"It is agreed that this insurance shall not be cancelled until thirty (30) days after the COUNTY shall have received written notice of such cancellation." Such notice shall be sent to:

Department of General Services
701 Ocean Street, Room 330
Santa Cruz, CA 95060

5. CONTRACTOR agrees to provide COUNTY at or before the effective date of this Contract with a certificate of insurance of the coverage required. The Certificate shall be sent to:

Department of General Services
701 Ocean Street, Room 330
Santa Cruz, CA 95060

6. Certificates of insurance shall state in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, and cancellation and reduction notice.

5.11 Payment to Contractor.

- a. The County shall make periodic progress payments to the Contractor on the basis of a duly certified and approved estimate of the work performed under this contract, but to insure the proper performance of this contract, the County shall retain ten (10) percent of the amount of each estimate until final completion and acceptance of all work covered by this contract; provided that the County, at any time after fifty percent (50%) of the work has been completed, if it finds that satisfactory progress is being made, may make any of the remaining progress payment in full; provided, further, that on completion and acceptance of each separate building, public work, or other division of the contract, on which the price is stated separately in the contract, Payment may be made in full, including retained percentages thereon, less authorized deductions.
- b. At the request and expense of the Contractor, the Contractor may substitute securities for any monies withheld by the County of Santa Cruz to insure Performance under the contract. The securities to be substituted shall be equivalent to the amount withheld and shall be deposited with the County or with a State or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor upon satisfactory completion of the contract. Securities eligible for substitution under this provision shall include those listed in Section 16430 of the California Government Code or bank or savings and loan certificates of deposit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.
- c. In preparing estimates the material delivered on the site and preparatory work done may be taken into consideration.
- d. All material and work covered by partial payments made shall thereupon become the sole property of the County, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which Payments have been made or the restoration of any damaged work, or as a waiver of the right of the County to require the fulfillment of all of the terms of the contract.
- e. County's Right to Withhold Certain Amounts and Take Application Thereof: The Contractor agrees to indemnify and save the County harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material-men, and furnishers of machinery and parts thereof, equipment, power

tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. The Contractor shall, at the County's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails so to do, then the County may, after having served written notice on the said Contractor, either pay unpaid bills, of which the County has written notice, direct, or withhold from the Contractor unpaid compensation sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the Contractor shall be resumed, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the County to either the Contractor or his/her Surety. In paying any unpaid bills of the Contractor, the County shall be deemed the agent of the Contractor, and any payment so made by the County shall be considered as a payment made under the contract by the County to the Contractor and the County shall not be liable to the Contractor for any such payment made in good faith.

- f. Stop Notices and Affidavits: Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall deliver to the County a complete release of all stop notices arising out of the contract or receipts marked paid in full in lieu thereof. In addition, the Contractor shall furnish an affidavit to the County that so far as she/he has knowledge or information, the release or receipts include all labor and materials for which a stop notice could be filed. If any stop notice remains unsatisfied after all payments are made, the Contractor shall refund to the County all monies that the latter may be compelled to pay in discharging such a stop notice, including all costs and reasonable attorney's fees.

5.12 County's Right to Terminate Contract. If the Contractor refuses to or fails to prosecute the work or any separable part thereof with such diligence as will insure its completion within the time specified or any extension thereof, or fails to complete said work within such time, or becomes disabled from prosecuting the work, or if she/he should persistently or repeatedly refuse or should fail, except in case for which extension of time is provided, to supply enough properly skilled workmen or proper materials to complete the work in time specified, or if she/he should fail to make a prompt payment to subcontractors or for material or labor, or persistently disregards laws, ordinances or instructions of the County, or otherwise be guilty of a substantial violation of any provision of the contract, or if she/he or his/her subcontractors should violate any of the provisions of this contract, then the County may, without prejudice to any other right or remedy, serve written notice upon him/her and his/her surety of its intention to terminate this contract, such notice to contain the reasons for such intention to terminate, and unless within ten days after the service of such notice such condition shall cease or such

violation shall cease and satisfactory arrangements for the correction thereof be made, this contract shall, upon the expiration of said ten (10) days, cease and terminate. In such case, Contractor shall not be entitled to receive any further Payment until work is finished. In the event of any such termination, the County shall immediately serve written notice thereof upon Surety and Contractor, and Surety shall have the right to take over and perform this contract, provided, however, that if Surety within fifteen (15) days after service upon it of said notice of termination does not give the County written notice of its intention to take over and perform this contract or does not commence performance thereof within thirty (30) days from date of serving such notice, the County may take over the work and prosecute same to completion by contract or by any other method it may deem advisable for the account and at the expense of the Contractor, and she/he and his Surety shall be liable to the County thereby. The County may, without liability for doing so, take possession of and utilize in completing the work such materials, appliances, plant, and other property belonging to the Contractor as may be on the site of the work and necessary therefor.

The Contractor shall be considered disabled from prosecuting the work under this contract upon the appointment of a receiver for Contractor or if Contractor makes an assignment for the benefit of creditors or commits any act of insolvency and, in such event, County may terminate this contract upon giving forty-eight (48) hours written notice and may avail itself of all remedies provided for in this preceding paragraph. Contractor's rights under this contract are not terminated or modified solely by the filing of a voluntary or involuntary petition for relief under the United States Bankruptcy Code by or against the Contractor. However, Contractor agrees that it shall promptly notify County in writing of the filing of the bankruptcy petition within twenty-four (24) hours of the filing date of such bankruptcy petition ("Petition Date") and shall, at the same time, notify County in writing whether Contractor intends to assume or reject this contract. Should Contractor intend to assume this contract, Contractor agrees to promptly file a motion for and obtain Bankruptcy Court approval of Contractor's assumption of this contract within their (30) days of the Petition Date and Contractor further agrees that pending Bankruptcy Court approval of Contractor's assumption of this contract, Contractor shall perform all obligations under this contract which become due after the Petition Date as such performance becomes due, promptly cure all defaults, and provide adequate assurance of Contractor's ability to continue performance under this contract. In the event (1) Contractor notifies County that Contractor intends to reject this contract, (2) Contractor fails to timely notify County of the filing of the bankruptcy petition or of Contractor's intent to assume or reject this contract, or (3) Contractor notifies County that Contractor intends to assume this contract but fails to timely perform under this contract, to promptly cure all defaults, to provide adequate assurance of Contractor's ability to continue performance under this contract, or to obtain Bankruptcy Court approval of Contractor's assumption within thirty (30) days of the Petition Date, County may terminate this contract upon giving forty-eight (48) hours written notice and may avail itself of all remedies provided for in the preceding paragraph. Contractor agrees and acknowledges that County will

suffer irreparable damage to County's interest under this contract if County is delayed in its remedy to terminate this contract in the event of Contractor's failure to perform under this contract. Contractor agrees and consents that the County may be relieved by the Bankruptcy Court from the bankruptcy stay to pursue County's remedies under this contract, on an expedited basis, upon twenty-four (24) hours notice, without the necessity for a hearing, pursuant to 11 U.S.C. Section 362(f).

If unpaid balance of contract price shall exceed expense of finishing work, including compensation for additional architectural, managerial, and administrative services, such excess shall be paid to Contractor. If such expense shall exceed such unpaid balance, Contractor shall pay difference to the County. Expense incurred by the County is herein provided, and damage incurred through Contractor's default shall be certified by Engineer.

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the County.

5.13 Acceptance of Contract. When the Engineer has made the final inspection and determines that the contract work had been completed in all respects in accordance with the plans and specifications, and when the Contractor has approved in writing the Final Estimate of the total amount payable for the performance of the contract, the Engineer will recommend that the Board of Supervisors formally accept the contract, and immediately upon and after such acceptance by the Board of Supervisors, the Contractor will be relieved of the duty of maintaining and protecting the work as a whole, and he will not be required to perform any further work thereon; and the Contractor shall be relieved of his responsibility for injury to the persons or property or damage to the work which occurs after the formal acceptance by the Board of Supervisors.

After the Engineer has made the final inspection, he will make a Proposed Final Estimate in writing of the total amount payable to the Contractor, including therein an itemization of said amount, segregated as to contract item quantities extra work, and any other basis for payment, and shall show therein all deductions made or to be made for prior payments and amounts to be kept or retained under the provisions of the contract. All prior estimates and payments shall be subject to correction in the Proposed Final Estimate. Within thirty (30) days after said Proposed Final Estimate has been submitted to him/her, the Contractor shall submit to the Engineer his written approval of said Proposed Final Estimate or a written statement of all claims she/he has arising under or by virtue of the contract. No claim will be considered that was not included in said written statement of claims, nor will any claim be allowed as to which a notice or protest is required under the provisions in Sections 5.03, "Changes," 4.02, "Time of Completion," 4.03, "Liquidated Damages," unless the Contractor has complied with the notice or protest requirements of said Sections.

On the Contractor's approval, or if he files no claim within thirty (30) days, the Engineer will issue a Final Estimate in writing in accordance with the Proposed Final Estimate submitted to the Contractor and

will recommend that the Board of Supervisors accept the work and file the Notice of Completion. The Notice of Completion is filed with the County Recorder, usually within two (2) days of said acceptance by the Board of Supervisors and final Payment is made to the Contractor thirty-five (35) days after filing the Notice of Completion.

If the Contractor within thirty (30) days files claims, they shall be in sufficient detail to enable the Engineer to ascertain the basis and amount, of said claims. The Engineer will consider and determine the Contractor's claims, and it will be the responsibility of the Contractor to furnish within a reasonable time such further information and details as may be required by the Engineer to determine the facts or contentions involved in his claims. Failure to submit such information and details will be sufficient for denying the claims.

Upon final determination of the claims, the Engineer shall then make and issue his Final Estimate in writing and will recommend that the Board of Supervisors accept the work and file the Notice of Completion. The filing of the Notice of Completion and the making of the final payment will follow the schedule set forth above.

5.14 Project Plan ' Interpretation. Questions relating to interpretation of the plans or specifications prior to bid opening shall be referred to the Engineer.

5.15 Contract Administration and Inspection. The project will be inspected by an engineer who is a representative of the County who will be responsible for contract administration, who shall at all times have access to the work, whether it is in preparation or progress. All questions or comments relating to this project after award of contract shall be directed to said engineer.

5.16 Materials. Except as otherwise specifically stated in this contract, Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this contract within specified time.

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality.

Materials shall be furnished in ample quantities and at such times as to ensure uninterrupted progress of work and shall be stored properly and protected as required. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or work under this contract.

No materials, supplies, or equipment for work under this contract shall be purchased subject to any chattel mortgage, or under a conditional sale or other agreement by which an interest therein, or in any part thereof, is retained by seller or supplier. Contractor warrants good title

to all material, supplies and equipment installed or incorporated in work and agrees upon completion of all work to deliver premises, together with all improvements and appurtenances constructed or placed thereon by him/her, to County free from any claim, liens or charges. She/he further agrees that neither he nor any person, firm or corporation furnishing any materials or labor for any work covered by this contract shall have any right to lien upon premises or any improvement or appurtenances thereon except that Contractor may install metering devices or other equipment of utility companies or of political subdivisions, title to which is commonly retained by utility company or political subdivision. In the event of installation of any such metering device or equipment, Contractor shall advise County as to owner thereof. Nothing contained in this article, however, shall defeat or impair right of persons furnishing material or labor under any bond given by Contractor for their protection, or any rights under any law permitting such persons to look to funds due Contractor in hands of County, and this provision shall be inserted in all subcontracts and material contracts, and notice of its provisions shall be given to all persons furnishing material for work when no formal contract is entered into for such materials.

5.17 Substitutions. Whenever in specifications any materials, process, or article is indicated or specified by grade, patents or proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of material, process or article desired and shall be deemed to be followed by the words "or equal" and Contractor may, unless otherwise stated, offer any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified. If material process or article offered by Contractor is not, in opinion of the Engineer, substantially equal or better in every respect to that specified, then Contractor shall furnish material, process or article specified. Burden of proof as to equality of any material, process or article shall rest with Contractor. Contractor shall submit request together with substantiating data for substitution of any "or equal" item within thirty five (35) days after award of contract. Provision authorizing submissions of "or equal" justification data shall in no way authorize an extension of time for performance of this contract.

In the event Contractor furnished material, process or article more expensive than that specified, difference in cost of such material, process or article so furnished shall be borne by Contractor.

SECTION 6. Legal Relations and Responsibility

6.01 Laws to be Observed.

- a. The Contractor shall keep himself/herself fully informed of all existing and future State and Federal laws and county and municipal ordinances and regulations which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct the work, and of all such orders and decrees of bodies or tribunals having any

jurisdiction or authority over the same. She/he shall at all times observe and comply with, and shall cause all his agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the work; and shall protect and indemnify the County of Santa Cruz, and all officers and employees thereof connected with the work against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself/herself or his/her employees. If any discrepancy or inconsistency is discovered in the plans, drawings, specifications, or contract for the work in relation to any such law, ordinance, regulation, order or decree, the Contractor shall forthwith report the same to the Engineer in writing.

- b. "Material Breach" - Failure to Comply with all County's Ordinances, Regulations:

The Contractor shall keep himself/herself fully informed of all existing and future ordinances and regulations which in any manner affect the conduct of the work. This includes the following State and County laws, ordinances, and regulations, but is not limited to only the following laws, ordinances, and regulations: grading, zoning, building, riparian corridor, Coastal Zone requirements, erosion control, sensitive habitat protection, tropical hardwoods, and Native American cultural sites.

Failure to fully and promptly comply with all applicable County ordinances and regulations shall be considered a material breach of this agreement.

The Contractor understands he may be liable for any violations, and may incur any of the penalties specified in the County Code or State law for such violations including prosecution or assessment of civil penalties. The Contractor shall be required to promptly take all necessary corrective measures to stay in compliance with all ordinances and regulations. Failure to comply with an official order to comply with applicable laws will result in payments being halted until such time as all existing violations are corrected.

6.02 Hours of Labor. Eight hours labor constitutes a legal day's work. The Contractor shall forfeit, as a penalty to the County of Santa Cruz, \$25 for each worker employed in the execution of the contract by the Contractor or any sub-contractor under him/her for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in a one calendar week in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815, thereof, inclusive, except that work performed by employees of Contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of 8

hours per day at not less than one and one-half times the basic rate of pay as provided in said Section 1815.

6.03 Nondiscrimination Clause.

- a. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this **non-discrimination** clause. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- b. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.
- c. The CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement, provided that the foregoing, provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

6.04 Wage Rates. Pursuant to the provisions of Article 2 (commencing at Section 1770), Chapter 1, Part 7, Division 2 of the Labor Code of California, the County has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the prevailing rate for holiday and overtime work in the locality in which the work is to be performed for each craft, classification or type of worker needed to execute the contract. Holiday shall be as defined in the collective bargaining agreement applicable to each particular craft, classification or type of worker employed under the contract.

Per diem wages shall be deemed to include employer payments for health and welfare, pensions, vacation, travel time and subsistence pay as provided in Section 1773.8 of the California Labor Code, apprenticeship or other training programs authorized by Section 3093 of the California Labor Code, and similar purposes when the term "Per diem wages" is used herein.

If during the period this bid is required to remain open, the Director of Industrial Relations determines that there has been a change in any prevailing rate of per diem wages in the locality in which the work under the contract is to be performed, he/she shall make the change available to the County, but the change shall not affect the Request for Bids or the contract consequently awarded.

Holiday and overtime work, when permitted by law, shall be paid for at the rate of at least one and one-half (1-1/2) times the above specified rate of per diem wages, unless otherwise specified.

There shall be paid each worker of the Contractor, or any of his subcontractors engaged in work on the project, not less than the general prevailing wage rate regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such worker.

The Contractor shall, as a penalty to the County, forfeit twenty-five dollars (\$25.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the director for such work or craft in which such worker is employed for any public work done under the contract by him/her or by any subcontractor under him/her. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor.

The Contractor shall post, at appropriate conspicuous points on the site of the project, - a schedule showing all determined general prevailing wage rates.

The County will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate set forth in the contract. The possibility of wage increases is one of the elements to be considered by the Contractor in

determining his/her bid and will not under any circumstances be considered as the basis of a claim against the County on the contract.

6.05 Record of Wages Paid: Inspection. Each contractor and subcontractor shall keep an accurate payroll record and make it available for inspection as required in Section 1776 of the Labor Code.

6.06 Contractor's Licensing Laws. Attention is directed to the provisions of Chapter 9 of Division 3 of the Business and Professions Code concerning the licensing of contractors.

All bidders and contractors shall be licensed in accordance with the laws of this State, and any bidder or contractor not so licensed is subject to the penalties imposed by such laws.

6.07 Apprentices. Attention is directed to the provisions in Sections 1777 and 1777.6 (and Section 3070 et seq.) of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him/her. The Contractor and any subcontractor under him/her shall comply with the requirements of said sections in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

It is County policy to encourage the employment and training of apprentices public works contracts as may be permitted under local apprenticeship standards

6.08 Fair Labor Standards Act. The attention of bidders is invited to the fact that the County of Santa Cruz has been advised by the Wage and Hour Division, U.S. Department of Labor, that contractors are required to meet the provisions of the Fair Labor Standards Act of 1933 and as amended. (12 Stat. 10600.)

6.09 Worker's Compensation Insurance. The Contractor shall provide, during the life of this contract, worker's compensation insurance for all of his employees engaged in work under this contract on or at the site of the project, and, in case any of his work is sublet, the Contractor shall require the subcontractor similarly to provide worker's compensation insurance for all the latter employees. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this contract, on or at the site of the project, is not protected under the Worker's Compensation Statute, the Contractor shall provide or shall cause a subcontractor to provide adequate insurance coverage for the protection of such employees not otherwise protected. The Contractor shall

file with the County certificates of his insurance protecting workers. Contractor is required to secure payment of compensation to his employees in accordance with the provisions of Section 3700 of the Labor Code.

6.10 Payment of Taxes. The contract prices paid for the work shall include full compensation for all taxes which the Contractor is required to pay, whether imposed by Federal, State or local government, including, without being limited Federal excise tax. No tax exemption certificate nor any document designed to exempt the Contractor from payment of any tax will be furnished to the Contractor to any tax on labor, services, materials, transportation, or any other items furnished pursuant to the contract.

6.11 Permits and Licenses. The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to due and lawful prosecution of the work, except as otherwise provided in the Special Conditions.

6.12 Subcontracting.

- a. The Contractor agrees to bind every subcontractor by terms of the contract as far as such terms are applicable to subcontractor's work. If Contractor shall subcontract any part of this contract, Contractor shall be as fully responsible to the County for acts and omissions of his subcontractor and of persons, either directly or indirectly, employed by his subcontractor, as he is for acts and omissions of persons directly employed by himself/herself. Nothing contained in contract documents shall create **any** contractual relation between any subcontractor and the County.
- b. County's consent to or approval of any subcontractor under this contract shall not in **any way** relieve Contractor of his obligation under this contract, and no such consent or approval shall be deemed to waive any provision of this contract.
- c. Substitution or addition of subcontractors shall be permitted only as authorized in Chapter 2 (commencing at Section 4101), Division 5, Title 1 of the California Government Code.

6.13 Patents. The Contractor shall assume all costs arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the work, and agrees to indemnify and save harmless the County of Santa Cruz, and all officers and employees connected with the work and their duly authorized representatives, from all suits at law, or actions of every nature for, or on account of, the use of any patented materials, equipment, devices or Processes.

6.14 Safety Provisions. The Contractor shall conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety.

6.15 Safety Program. When requested by County, Contractor shall submit a proposed safety program which outlines the precautions to be taken by contractor to insure the safety of County employees and the public.

6.16 Material Safety Data Sheets.

- a. Contractor shall provide the County with copies of current Material Safety Data Sheets (MSDS) on all products subject to the requirements of California Code Section 5144. The MSDS submittals will be required prior to the issue of a Notice to Proceed.
- b. Contractor shall conduct operations in such a way as to comply with manufacturers' recommendations contained in Material Safety Data Sheets.

6.17 Responsibility for Damage. The County of Santa Cruz and all officers and employees thereof connected with the work shall not be answerable or accountable in any manner for any loss or damage to any of the materials or other items used or employed in performing the work; for injury to or death of any person, either workers or the public; or for damage to property from any cause which might have been prevented by the Contractor, or his workers, or anyone employed by him/her.

The Contractor shall be responsible for any liability imposed by law and for injuries to or death of any person or damage to property resulting from defects, obstructions or from any cause whatsoever during the progress of the work or at any time before its completion and final acceptance.

The Contractor shall indemnify and save harmless the County of Santa Cruz and all officers and employees thereof connected with work from all claims, suits or actions of every name, kind and description brought for, or on account of, injuries to or death of any person or damage to property resulting from the construction of the work or by or in consequence of any negligence in guarding the work; use of improper materials in construction of the work; or by or on account of any act or omission by the Contractor or his agents during the progress of the work at any time before its completion and final acceptance.

The duty of the Contractor to indemnify and save harmless as set forth here shall include the duty to defend, as set forth in Section 2778 of the Civil Code; provided, however, that nothing herein shall be construed to require the Contractor to indemnify the County against any responsibility or liability in contravention Section 2732 of the Civil Code, including any loss arising from a design defect which is the result of the sole negligence of the County.

6.18 Contractor's Supervision. Unless personally present on premises (including both the site and the plant) where work is being done, Contractor shall keep on the work, during its progress, a competent Construction Superintendent satisfactory to the County. The Construction Superintendent shall not be changed except with consent of the County,

unless the Construction Superintendent proves to be unsatisfactory to Contractor and ceases to be in his employ.

The Construction Superintendent shall represent Contractor in his absence, and all directions given to him/her shall be so confirmed on written request in each case.

The Contractor shall give efficient supervision to work using his best skill and attention. He shall carefully study and compare all drawings, specifications, and other instructions and shall at once report to engineer any error, inconsistency or omission which he may discover, but he shall not be liable to the County for any damage resulting from any errors or deficiencies in contract documents or other instructions by engineer.

6.19 Personal Liability. Neither the Board of Supervisors nor any other officer or authorized employee of the County of Santa Cruz, nor any officer or employee of any county, city or district shall be personally responsible for any liability arising under or by virtue of the contract.

6.20 Sanitary Facilities. The Contractor shall provide a sanitary temporary toilet building as directed by the engineer for the use of all workmen. The building shall be maintained in a sanitary condition at all times and shall be left at the site until removal is directed by the engineer.

6.21 Tropical Hardwoods. The Contractor shall not provide any items in performance of this contract which contain tropical hardwoods or tropical hardwood products. Use of tropical hardwoods or tropical wood products shall constitute a material breach of contract.

6.22 Local Hire Ordinance. Santa Cruz County Code Chapter 2.33 relates to the hiring of local residents on County Public Works projects. Bidders, Contractors and subcontractors must make good faith efforts to hire Monterey Bay Area residents in sufficient numbers so that no less than 50 per cent of the Contractor's total construction work force, including any subcontractor's workforce, measured in labor work hours is comprised of Monterey Bay Area residents. This Public Works construction project is covered by Chapter 2.33 of the Santa Cruz County Code, and the entire chapter, as amended, is incorporated by reference into these project specifications and conditions.

Bidders, Contractors and subcontractors must maintain and submit records necessary for monitoring their compliance with this Chapter.

A copy of County Code Chapter 2.33 is available for inspection or copying at the Clerk of the Board of Supervisors, Room 500, 701 Ocean Street in Santa Cruz, or at the General Services Department, Room 330.

Failure of any Contractor or subcontractor to comply with any of the requirements of Chapter 2.33 shall be deemed a material breach of the Contract.

rev.8199

1110 EMELINE ROOF

DIVISION B - SPECIAL CONDITIONS

Section 1. Time of Completion and Liquidated Damages

- 1.01 **Time of Completion.** The Contractor shall complete all or any designated portions of the work called for under the contract in all parts and requirements within twenty-one (21) calendar days from receipt of Notice to Proceed. Reference is made to Section 4.02 of the General Provisions.

It is the intent of the County to minimize disruptions to ongoing County operations during construction projects.. A total of calendar days have been allowed for this project. This time period will be divided into a mobilization phase and a construction phase. The mobilization phase shall consist of time necessary to secure all materials, receive approval of submittals and all other operations necessary prior to start of construction. The Contractor shall not begin demolition or carry out any other operations during the mobilization phase which would interrupt County operations. The mobilization phase shall consist of fourteen (14) calendar days.

The second phase of the contract shall consist of the construction phase. All construction operations shall be carried out during this period. The Contractor may shorten the time period of the mobilization phase, subject to approval of the construction schedule by the County. However, a reduction of the mobilization phase will not allow an increase in the number of days allowed for the construction phase. The construction phase shall consist of seven (7) calendar days.

For the purpose of computing liquidated damages all days in excess of the allowed number of construction days, that the contract is in the construction phase, shall be considered in excess of the allowed number of calendar days for the overall project.

- 1.02 **Liquidated Damages.** The Contractor shall pay to the County of Santa Cruz a sum of \$100.00 per day for each and every calendar day's delay in finishing the work in excess of the number of calendar days prescribed in the Time of Completion. Reference is made to Section 4.03 of the General Conditions.

In the event the contractor fails to comply with any of the provisions of County Code Section 2.37.107, which prohibits the use of tropical hardwoods or tropical wood products, the contractor shall be liable for liquidated damages in an amount equal to the contractor's net profit under the contract, or five percent (5%) of the total amount of the contract dollars, whichever is greater.

- 1.03 Proposal shall be valid for at least ninety (90) calendar days after date on which bids are opened. Reference Sections 2.07 and 3.01 of the General Conditions.
- 1.04 Should any discrepancy exist between terms or conditions contained in Division A, General Conditions, and Division C, Technical Specifications, the more stringent requirement shall govern.

Section 2. Facilities With Asbestos Containing Materials

2.01 Facilities With Asbestos Containins Materials

The County of Santa Cruz has conducted limited surveys of its facilities to determine the presence of Asbestos Containing Materials (ACM).

The contractor shall be responsible for ensuring that any subcontractors, workmen, or others associated with the work on this project have been notified of the presence of asbestos containing materials at the construction site if known, and have been properly instructed to approach all work with caution. If during the course of construction, materials are discovered that are suspected to contain ACM, the contractor shall stop work and notify the County project manager immediately. Within one (1) week of the project manager's notification to the Occupational Safety and Health Division (OSH) of the County, material will be sampled and the results posted at the construction site. Construction shall not resume until approval to proceed has been obtained from OSH. The time accrued during the period when the contractor first notifies the County of a bona fide suspicion that a project area contains ACM until the time when construction is allowed to proceed, shall not count towards the required time of completion as indicated in Section 1.01 of this Division, provided the contractor is unable to perform work as specified during the delay and all other provisions of the specifications, including Section 4.01 to 4.04 of the General Provisions are complied with.

The contractor shall be responsible for informing all subcontractors, workmen or other persons associated with the project of the contents of this notification letter and any special safety precautions to be taken. If no notification letter is attached, then either the building area has not been surveyed or no ACM have been detected in areas sampled. The contractor shall bring any questions or concerns regarding ACM to the immediate attention of the County project manager.

Asbestos notification letters are included in these bid documents for any ACM previously discovered in the area of construction. The asbestos notification letter identifies areas that have been surveyed for asbestos. However, it should be noted that the surveys conducted are not comprehensive wall-to-wall surveys. Any materials not

surveyed and noted within the letters may be suspect to contain asbestos.

Under no circumstances shall a contractor remove asbestos on County facilities, unless that contractor is properly licensed and has been specifically hired by the County for the sole purpose of asbestos abatement as directed by the County's Occupational Safety & Health Division.

1110 Emeline Street Roof Replacement

DIVISION C - TECHNICAL SPECIFICATIONS

Section 1 - General

Demolition and preparation.

Provide labor and materials to remove existing gutters, down spouts and four layers of composition and wood roofing material down to sheathing; inspect the exposed wood framing and sheathing for rotted, insect damaged or broken roof framing, sheathing, fascia boards and eaves, and remove unsound material; make repairs as directed by the County on a time and materials basis; cover the building with adequately secured waterproof tarps to protect interior from water damage each evening and whenever there is a threat of rain or heavy fog until new roof system is complete. Demolished roof and other debris shall be removed at the end of each work day. Contractor shall exercise special care to see that all material is gathered and properly disposed of. Contractor shall exercise extreme care to prevent any material, tools, debris or other objects from falling, dropping or blowing off the roof. Dumpsters, trucks or other receptacles for tear off debris shall be adequately barricaded to protect foot or vehicular traffic from injury or damage from materials thrown to the receptacle during demolition.

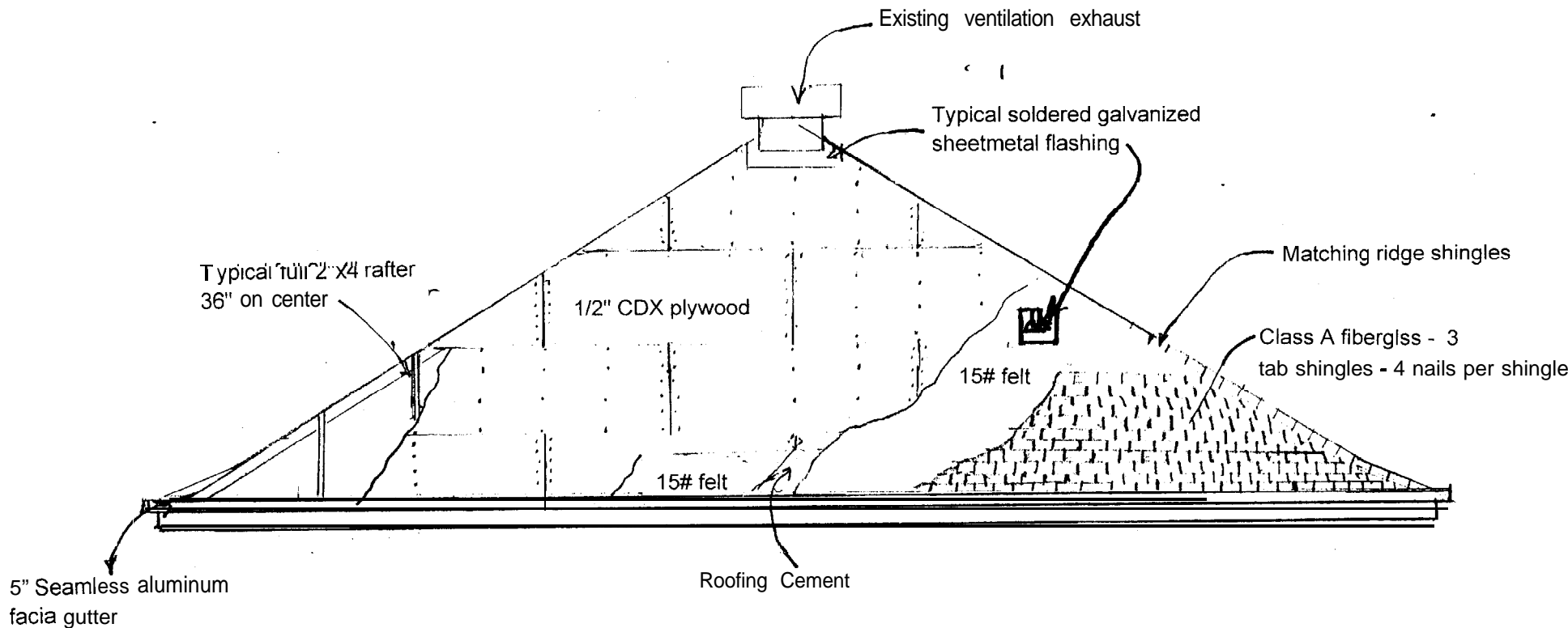
Installation of new roofina svstem.

Provide labor and materials to install approximately 180 lineal feet of pre-finished 5" seamless aluminum fascia gutters and two rain water leaders of a color selected by County. Gutter shall be securely fastened to structurally sound material that has been sealed, primed and painted. Gutters shall be installed with minimum slope to down spouts so that no more than 3/16" of water is left standing in the gutter troughs and the slope is not readily discernable from the North and South sides of the building. Down spouts shall connect to two new rain water leaders that terminate in existing storm drains on the East and West sides.

Provide labor and materials to install approximately 1600 square feet of class A, twenty year warrantied, three tab fiberglass shingles applied over nominal 1/2" CDX plywood spaced as per manufacturer's specifications to the existing roof sheathing and rafters with galvanized 12 d nails and covered with one ply of 36" 15 lb. felt overlapped and cemented at the lower edges as per shingle manufacturer's instructions. Shingles shall be similar in color and texture to roof of adjacent building, as approved by County. Each shingle shall be nailed securely to the plywood with four (4) 3/4" galvanized nails positioned as per shingle manufacturer's specifications with heads perpendicular to and flush with the exposed surface of the shingle. No staples shall be allowed. Replace all existing pipe flashings, hooded vents, chimney flashing and valley flashing. In addition to replacement of existing vents at eaves and around roof peaks to provide ventilation, in accordance with U.B.C.

Flashing shall be made of galvanized sheet-metal securely fastened and soldered when composed of more than one piece. A galvanized drip edge shall be installed on top of the felt completely around the perimeter, overhanging but not touching the gutter and securely nailed to fascia. Hip and ridge shingles are to be class A fiberglass matching three tab shingles in color and texture.





TYPICAL ELEVATION

1. Replace insect damaged or rotten wood, as directed by the County of Santa Cruz, on a time and materials basis, Repair or replace split or broken wood, as required.
2. Use galvanized nails and sheet metal throughout, with the exception of gutter and down spouts.
3. Use 9' CDX plywood to overlay existing skip sheathing. Fasten with 12 d galvanized nails using a nail gun. Nail at 6" on center at edge and 12" on center in field.
4. Install vents at eaves and around roof peak to provide adequate ventilation for roof system in accordance with U.B.C.

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46

DIVISION D. PROPOSAL FORMS

void if detached P-1
 . , PROPOSAL NUMBER: #99C1-016

PROPOSAL**PROPOSAL TO THE COUNTY OF SANTA CRUZ, CALIFORNIA.**

Name of Bidder _____

Business Address _____

Place of Residence _____

Telephone Number: Area Code () _____

LOCATION

The work to be done and referred to herein is in SANTA CRUZ COUNTY, 1110 Emeline Avenue, Santa Cruz, California.

The work to be done is described and shown in the document entitled:

1110 EMELINE ROOF

I have received the above referenced document prepared by County of Santa Cruz and General Services - Facilities Division.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion.

If this proposal shall be accepted and the undersigned shall fail to contract as aforesaid and to give the two bonds in the sums to be determined as aforesaid, with surety satisfactory to the COUNTY OF SANTA CRUZ, within ten (10) days, not including Sundays Saturdays and legal holidays, after the bidder has received notice from the Purchasing Agent that the contract has -been awarded, the COUNTY OF SANTA CRUZ may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the COUNTY OF SANTA CRUZ.

void if detached P-Z
#99C1-016

In submitting this bid, I agree:

1. To hold my bid open for the time stipulated in the specifications.
2. To accept the provisions of the specifications regarding the disposition of Proposal Guarantee (Bidder's Bond).
3. To enter into and execute a contract, if awarded on the basis of this bid, and to furnish the bonds in accordance with the specifications.
4. To accomplish the work in accordance with the contract documents and plans.
5. To complete the work by the time stipulated.
6. To furnish the required guaranty.

Bids are required for all portions of the entire work. Failure to bid on any item shall be reason for rejection of the entire bid. For comparison purposes, the amount of the bid will be the total lump sum price.

BID: I will perform the total work of the project as set forth in these specifications and related documents for the Lump Sum price(s) as shown on the bid schedule on page P-3 of this proposal.

Bid Deposit; License Numbers

Accompanying this proposal is _____ in the amount equal to at least ten (10%) per cent of the total of the bid.

(NOTICE: Insert above the words "bidder's bond," "cash," "cashier's check" or "certified check" as the case may be.)

Licensed in accordance with an act providing for the registration of Contractors, License No. _____

Company Name: _____

 Name & Title of Person signing as Bidder

 Signature of Bidder

 Date

void if detached P-3
#99C1-016

BID SCHEDULE

I will perform the total work of the project as set 'forth in these specifications and related documents in accordance with the following lump sum prices:

ITEM DESCRIPTION	AMOUNT
Replace full hip roof, gutters, repair framing and facia on 1200 sq. ft. building	_____
TOTAL LUMP SUM BID AMOUNT \$ _____	

Receipt of addendum(s) is hereby acknowledged:

Addendum # _____	_____	_____
	Signature	Date
Addendum # _____	_____	_____
	Signature	Date
Addendum # _____	_____	_____
	Signature	Date

AUTHORIZED SIGNATURE OF BIDDER: _____

DATE: _____

NOTE: Where quantities are shown they are engineers estimated quantities. Variations may occur between actual quantities and engineers estimated quantities. Bidder is responsible to calculate quantities when preparing bid. Payment will be based on lump sum bid amount(s) and no allowance will be made for variations between actual quantities and engineers estimated quantities.

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#99C1-016

STATEMENT OF BIDDER'S QUALIFICATIONS

Name and Address of Bidder

A Corporation A Co-Partnership An Individual

How many years has your organization been in business?

As a general contractor? As a subcontractor?

How many years has it been in business under its present name? _____

If a Corporation: Date of Incorporation _____ State of Incorporation _____

Date, Title and Address of all Partners or Principals:

If a Co-Partnership: Date of Organization _____

Date, Title and Address of all Partners:

Bidder can presently comply with insurance requirements of Section 5.09 of General Conditions of this Request: (check one) Yes ____ No ____

If insurance requirements are not presently met, bidder shall state what insurance is currently in place; state whether additional insurance can be obtained to meet specifications; and what cost, if any, there would be to the County for obtaining the additional insurance.

Bonding Company _____

Have you ever refused to sign a contract of your original bid? _____

Have you ever defaulted on a contract? _____ If so, attach separate statement listing location, owner circumstances.

Bidder may be required to submit financial information at Owner's request.

Remarks _____

Bidder's Qualifications, cont'd**void if detached P-5****#99C1-016**

List 3 projects of similar size and character your organization has completed within the past 5 years:

Project Name _____

Address _____

Owner Name _____

Address _____

Phone _____

Architect _____

Phone _____

Contract _____

Amount _____

Date of _____

Completion _____

Completed on _____

Time(Yes/No) _____

Work Done w/Own Force (% of Work Trades) _____

(Attach more sheets if necessary to describe qualifications for this work.)

Name and experience of key personnel to be associated with this project:

	Name	Experience (years)
1. Person in Charge:	_____	_____
2. Superintendent:	_____	_____
3. Foremen:	_____	_____

=====

State of _____)
) ss:
 County of _____)

being duly sworn deposes and says

that he/she is the _____ of

and that answers to the foregoing questions and all statements therein contained are true and correct.

Sworn to me this _____ day of

Notary Public:

My Commission expires:

void if detached P-6
#99C1-016

PROPOSAL

LIST OF SUBCONTRACTORS

In conformance with the provisions of Section 4100, et seq, of the California Government Code, the following is a list of subcontractors which will be doing work on this project:

	<u>Function</u>	<u>Subcontractor</u>	<u>Address</u>
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			

void if detached P-7
#99C1-016

BIDDER'S BOND

Know All Persons by These Presents,
 That we, _____

_____, As PRINCIPAL, and _____

_____,
 as SURETY, are held and firmly bound unto the County of Santa Cruz of the State of California, hereinafter called the County, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the County for the work described below for the payment of such sum in lawful money of the United States, well and truly to be made, and we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the surety exceed the sum of _____ (\$_____) Dollars.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas the Principal has submitted the above mentioned bid to the County for certain construction specifically described as follows: 1110 EMELINE ROOF- for which bids are to be opened at Santa Cruz, California on June 20, 2000;

NOW THEREFORE, If the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form in accordance with the bid, and files two bonds with the Purchasing Agent, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; or should the aforementioned contract be awarded to other than the herein named Principal, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this _____ day of _____ A. D. 19- -

_____(SEAL) _____(SEAL)

_____(SEAL) _____(SEAL)

_____(SEAL) _____(SEAL)

Surety

Principal

 Address

(Note: Signatures of those executing for the Surety must be properly acknowledged.)

void if detached P-8
#99C1-016

STATEMENT OF COMPLIANCE

_____ (hereinafter referred to as "prospective
 (Company name)

contractor") hereby certifies, unless specifically exempted, compliance with California Government Code Section 12990 and California Administrative Code, Title II, Division 4, Chapter 5, in matters relating to the development, implementation and maintenance of a nondiscrimination program. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, disability, medical condition (cancer related), marital status, sex, sexual orientation, age (over 40), veteran status, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to recruitment or recruitment advertising, employment, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

The contractor will comply with all provisions of executive order 11246, as amended, and of the rules, regulations and orders of the Secretary of Labor, which include furnishing required information and reports.

In the event of the contractor's non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contractor may be declared ineligible for further contracts with the County.

I, _____, hereby swear that I am
 (Name of Official)

duly authorized to legally bind the prospective contractor to the above described certification. I am fully aware that this certification executed on _____, 200_, in the County of _____ is made under the penalty of perjury under the laws of the State of California.

 Signature

 Title

COUNTY OF SANTA CRUZ

MINORITY WOMEN DISABLED OWNED BUSINESS (MWDBE) QUESTIONNAIRE

CONSTRUCTION/PROCUREMENT/PERSONAL SERVICES CONTRACTS

THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED AS PART OF THE BID PROPOSAL OR AGREEMENT for Construction, Procurement, or Professional Services Contractors. The County of Santa Cruz is committed to ensuring that contractors use good faith efforts to encourage minority, women, and disabled business enterprises/programs (MWDBE) participation in the bidding process. This Questionnaire will be used for informational purposes only. See definitions attached to this document.

SECTION A: TO BE COMPLETED BY PROSPECTIVE CONTRACTOR

1. Name of Contractor: _____
2. Address of Contractor: _____
3. Contractor Tax ID#: | - | - | _ | _ | _ | _ | _ | _ | _ |
4. Contractor's License #: _____ Type: _____
5. Contractor does business as a: ☐ Individual ☐ Partnership
☐ Corporation ☐ Government ☐ Fiduciary ☐ Other
6. Contractor has a business office in Santa Cruz County? Y N
Contractor is incorporated in the State of California? Y N
7. Is the firm authorized to do business in the State of California? Y N
8. Is the firm a State of California registered small business? Y N
9. Disadvantaged Business Enterprise (DBE) status as it applies to your firm:
Composition of Ownership (see definition attached to this document)
Please indicate percentage of ownership: ☐% Disabled ☐% Women
☐% Black ☐% Hispanic ☐% Asian American ☐% Native American
10. Is the firm certified as a woman owned business? Y N
If yes, name agency: _____

void if detached P-10

11. Is the firm certified as a minority firm by any public agency? Y N

* If yes, name of agency: _____

Name of certifying officer: _____ Phone # _____

12. If the Disadvantage Business Enterprise (DBE) status applies to your firm list the Owners of the firm

13. Annual sales volume: _____

14. Net worth of business: _____

15. Does the Contract Include sub-contractors? Y* N

If yes, list sub-contractors names: NOTE: SUB-CONTRACTOR(S) MUST ALSO COMPLETE COPY OF THIS FORM In the case of CONSTRUCTION CONTRACTS, the successful bidder must have all sub-contractors complete this form prior to the notice to proceed being issued.

16. Did you advertise for MWBE sub-contractors? (check applicable categories)

- Newspapers	- Direct Phone Solicitations	- Direct Mail
- Workshop	- Used County Vendor List	- Trade Papers

___ Other Sources (list) _____

17. List names of newspapers, trade papers or other sources used for advertisement for MWBE sub-contractors:

void if detached P-11

18. Were follow up contacts made with potential MWBE firms which expressed interest in this contract? Y* N If yes, list the following:

Business Name	Date of Contact	Person Contacted
<hr/>		
<hr/>		

19. Did you conduct any pre-bid workshops for potential MWBE sub-contractors? Y N

20. Does the firm employ at least 15 employees? Y N

I hereby declare under penalty of perjury, that the foregoing information is true and correct under the laws of the State of California. Executed in _____, California on _____

Contractor/Sub-Contractor Name: _____

Title: _____

void if detached P-12**SECTION B: TO BE COMPLETED BY COUNTY DEPARTMENT**

1. Name of Department issuing contract/award_____
2. Name of Contract/Project_____
3. Bid Price_____
4. Contract/Bid Awarded to this contractor? Y N
5. Contract Involves State or Federal Funds with MWBE Requirements? Y N
6. If Contract Involves such requirements, identify applicable State or Federal requirements.

7. Identify County representative monitoring compliance with Federal/State MWBE requirements: _____

8. What outreach efforts were made regarding this contract/project?

9. Must contractor submit EEOC Report PER4012 ? Y N

NOTE: Form PER4012 must be submitted by the awarded contractor if the contractor employs at least 15 employees and the contract awarded is in excess of \$50,000.00

void if detached P-13

SANTA CRUZ COUNTY CONTRACT COMPLIANCE DEFINITIONS AND PROVISIONS

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sex, sexual orientation, age (over 40), veteran status or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

In the event of the contractor's non-compliance with the non-discriminations clauses of this contract or with any of the said rules, regulations or orders, this contractor may be declared ineligible for further contracts with the County.

For all contracts in excess of \$50,000 where the Contractor employs at least 15 employees. the department will require the inclusion of the following equal opportunity clauses as a condition of the contract:

The Contractor will state that they are an equal opportunity employer in all solicitations or advertisements for employees placed by or on behalf of the Contractor, and ensure that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sex, sexual orientation, age (over 40), veteran status or any other non-merit factor unrelated to job duties.

If applicable according to the contract funding source, the Contractor will comply with all provisions of Executive Order 11246, as amended, and of the rules, regulations and orders of the Secretary of Labor, which include furnishing required information and report.

In the event of the contractor's non-compliance with the non-discriminations clauses of this contract or with any of the said rules, regulations or orders, this contractor may be declared ineligible for further contracts with the County.

The Contractor shall furnish information and reports in the prescribed reporting format (PER4012) identifying the sex, race, disability and job classification of its employees to the Affirmative Action Division of Personnel.

void if detached P-14

The department in solicitation for goods or services will make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises.

Standard Definitions For Minority/Women/Disabled Business Enterprise for the purposes of Santa Cruz County contract compliance procedures shall be as follows:

- 1. A Minority Business Enterprise (MBE) is a small business owned and controlled by one or more minorities or women. Owned and controlled means that:**
 - a. at least 51 percent of the small business concern is owned and controlled by one or more minorities or women or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by one or more minorities or women; and**
 - b. whose management and daily business operations are controlled by one or more such individuals.**
- 2. A Women Business Enterprise (WBE) is a small business, owned and controlled by one or more women. Owned and controlled means that:**
 - a. at least 51 percent of the small business concern is owned by one or more women; and**
 - b. whose management and daily business operations are controlled by one or more women who own it.**
- 3. A Disabled Owned Business Enterprise (DOBE) is a small business owned and controlled by one or more disabled persons. Owned and controlled means that:**
 - a. at least 51 percent of the small business concern is owned by one or more disabled persons; and**
 - b. whose management and daily business operations are controlled by one or more disabled persons who own it.**

NOTE: Certain projects conducted under state and federal oversight may have additional definitions and requirements.

Where sub-contractors will be used, the contractor shall furnish to the County Affirmative Action Officer the names, dates and methods of advertisement and direct solicitation efforts made to contract with minority/women/disabled business enterprises.

Agreement No. _____

A G R E E M E N T

This Agreement, made and concluded this _____ day of _____, 200_, by and between _____, and the COUNTY OF SANTA CRUZ, hereinafter called CONTRACTOR and COUNTY, respectively.

WITNESSETH:

WHEREAS, the Board of Supervisors of said County has awarded a Contract to Contractor for performing the work hereinafter mentioned in accordance with the sealed proposal of said Contractor.

NOW THEREFORE, it is agreed as follows:

1. **Scope of Work.** Contractor shall perform all the work and furnish all the labor, materials, equipment, and all utility and transportation services required to complete all of the work for 1110 EMELINE ROOF in Santa Cruz County, in accordance with the Notice to Bidders, Specifications and Plans, Special Provisions, and Bidder's Proposal; the items and quantities of which are more particularly set forth in Contractor's Proposal, therefor, on file in the Office of the County Clerk.
2. **Time for Performance.** The Contractor shall begin the work within ten (10) calendar days after receiving the "Notice to Proceed," and shall diligently prosecute the same to completion before the expiration of fourteen (14) calendar days from the date of said "Notice to Proceed."
3. **Independent Contractor Status.** CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

Principal Test. The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

Agreement No. _____

Secondary Factors. (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and workplace; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors which indicate that CONTRACTOR is an independent contractor.

4. **Component Parts.** This Contract shall consist of the following documents, each of which is on file with the Santa Cruz County Clerk of the Board, and all of which are incorporated herein, and made a part hereof by reference thereto:
 - a. This Agreement and Guarantees
 - b. Notice to Bidders, inviting sealed proposals
 - c. Specifications entitled: 1110 EMELINE ROOF
 - d. Plans entitled: 1110 EMELINE ROOF
 - e. Bidder's Bond
 - f. Accepted Proposal
 - g. Performance Bond
 - h. Payment Bond
 - i. Certificate of Worker's Compensation Insurance
 - j. Certificate of General Liability Insurance
 - k. Certificate of Auto Liability Insurance
5. County shall pay and Contractor shall accept, in full consideration for the performance of the Contract, subject to additions and deductions as provided therein, the sum of \$ _____
6. Pursuant to County Code Section 2.37.107, any bid, proposal, or other response to a solicitation for bid or proposal which proposes or calls for the use of any tropical hardwood or wood product in performance of the contract shall be deemed nonresponsive. The contractor shall not

Agreement No. _____

provide any items in performance of this contract which are tropical hardwoods or tropical hardwood products. The County of Santa Cruz urges companies not to import, purchase, obtain, or use for any purpose, any tropical hardwood or tropical hardwood product. In the event any bidder or contractor fails to comply in good faith with any of the provisions of County Code Section 2.37.107, the bidder or contractor shall be liable for liquidated damages in an amount equal to the bidder's or contractor's net profit under the contract, or five (5) percent of the total amount of the contract dollars, whichever is greater. The contractor acknowledges and agrees that the liquidated damages assessed shall be payable to the County upon demand and may be set off against any monies due to the bidder or contractor from any contract with the County.

7. Nondiscrimination Clause.

The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to

employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

The CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

IN WITNESS WHEREOF, County has caused these presents to be executed by its officers thereunto duly authorized and Contractor has subscribed same, all on the day and year first above written.

Contractor Name

By _____

Title _____

ATTEST:

COUNTY OF SANTA CRUZ

Clerk, Board of Supervisors

By _____

APPROVED AS TO FORM

County Counsel

Date

Request for Taxpayer'
Identification Number and Certification

0165

Give this form to the
County of Santa Cruz
DO NOT send to the IRS

Please print or type

Name (If joint names, list first and circle the name of the person or entity whose number you enter in Part I below. See instructions on page 2 if your name has changed.)

Business name (Sole proprietors see instructions on page 2.)

Please check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶

Address (number, street, and apt. or suite no.)

City, state, and ZIP code

YOU ARE PAID FOR:

- 0 Health Care Service
0 Other Service
0 Rent ☐ Goods
0 Freight ☐ Interest
☐ Other (Explain) _____

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). For sole proprietors, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How To Get a TIN** below.

Social security number
| | + | | | | |

OR

Employer identification number
| + | | | | | |

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Part II For Payees Exempt From Backup Withholding (See Part II instructions on page 2)

Part III Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Certification instructions.—You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, the acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (Also see Part III instructions on page 2.)

Sign
Here Signature ▶

Date ▶

Section references are to the Internal Revenue Code.

Purpose of Form.—A person who is required to file an information return with the IRS must get your correct TIN to report income paid to you, real estate transactions, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 to give your correct TIN to the requester (the person requesting your TIN) and, when applicable, (1) to certify the TIN you are giving is correct (or you are waiting for a number to be issued), (2) to certify you are not subject to backup withholding, or (3) to claim exemption from backup withholding if you are an exempt payee. Giving your correct TIN and making the appropriate certifications will prevent certain payments from being subject to backup withholding.

Note: If a requester gives you a form other than a W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What Is Backup Withholding?—Persons making certain payments to you must withhold and pay to the IRS 31% of such

payments under certain conditions. This is called "backup withholding." Payments that could be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, your payments will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. The IRS tells the requester that you furnished an incorrect TIN, or
3. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
4. You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable

interest and dividend accounts opened after 1983 only), or

5. You do not certify your TIN. See the Part III instructions for exceptions.

Certain payees and payments are exempt from backup withholding and information reporting. See the Part II instructions and the separate instructions for the Requester of Form W-9.

How To Get a TIN.—If you do not have a TIN, apply for one immediately. To apply, get Form SS-5, Application for a Social Security Number Card (for individuals), from your local office of the Social Security Administration, or Form SS-4, Application for Employer Identification Number (for businesses and all other entities), from your local IRS office.

If you do not have a TIN, write "Applied For" in the space for the TIN in Part I, sign and date the form, and give it to the requester. Generally, you will then have 60 days to get a TIN and give it to the requester. If the requester does not receive your TIN within 60 days, backup withholding, if applicable, will begin and continue until you furnish your TIN.

Agreement No. _____

GUARANTY**TO THE COUNTY OF SANTA CRUZ**

The undersigned, as prime Contractor, guarantees the construction and installation of the following work included in this project:

1110 EMELINE ROOF

Should any of the materials or equipment prove defective or if any manufacturer of material used in installing the roof does not honor their products' standard warranty due to faulty workmanship, material furnished or methods of installation or should the work or any part thereof fail to operate properly as originally intended and in accordance with the plans and specifications, due to any of the above causes, within ten (10) years after the date on which this contract work is accepted by the County, the undersigned agrees to reimburse the County, upon demand, for County's expenses incurred in restoring said work to the condition contemplated in said project, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or, upon demand by the County, to replace any such material and to repair said work completely without cost to the County so that said work will function successfully as originally contemplated. (Ordinary wear and tear and unusual abuse or neglect excepted.)

The County shall have the unqualified option to make any needed replacement or repairs itself or to have such replacements or repairs done by the undersigned. In the event the County elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from the County. If the undersigned shall fail or refuse to comply with his obligations under this guaranty, the County shall be entitled to all costs and expenses, including attorney's fees, reasonably incurred by reason of said failure or refusal.

 Contractor, Name and Address

 Date

By _____
 Signature of Principal

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