

COUNTY OF FRESNO INVITATION FOR BID

NUMBER: 910-4311
JOB ORDER CONTRACT
Volume 2

August 29, 2006

Purchasing Use

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ORG/Requisition:

Jop

IMPORTANT: SUBMIT BID IN SEALED PACKAGE WITH BID NUMBER, CLOSING DATE AND CONTRACTOR'S NAME MARKED CLEARLY ON THE OUTSIDE TO:

COUNTY OF FRESNO, Purchasing
4525 EAST HAMILTON AVENUE
FRESNO, CA 93702-4599

Closing Date of Bid will be at 2:00 p.m., on September 7, 2006

BIDS WILL BE CONSIDERED LATE WHEN THE OFFICIAL PURCHASING TIME CLOCK READS 2:00 P.M.

Bids will be opened and publicly read at that time. All bid information will be available for review after contract award.

Clarification of specifications are to be directed to: **Ken Voza, phone (559) 456-7110, FAX (559) 456-7831**

FRESNO COUNTY PURCHASING GENERAL CONDITIONS

"County of Fresno Purchasing Standard Instructions And Conditions For Request for Proposal (RFP'S) and Requests for Quotations (RFQ'S)" do not apply to this solicitation. See General Conditions in Volume 1.

BIDDER TO COMPLETE

UNDERSIGNED AGREES TO PERFORM CONSTRUCTION TASKS OR SERVICES STIPULATED IN THE ATTACHED BID SCHEDULE AT THE PRICES AND TERMS STATED:

LOCAL VENDOR PREFERENCE: The Local Vendor Preference does not apply to this Invitation for Bid.

Company

Address

City

State

Zip Code

()

Telephone Number

()

Facsimile Number

E-mail Address

Taxpayer Federal I.D. No.:

CA Contractor License No.:

Signed By

Print Name

Title

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J O B O R D E R C O N T R A C T

Contract No.:

Federal or State Grant Program and Project No.

Fund / Subclass / Org / Account / Program or Memo Nos.:

The undersigned, as bidder, declares that the only persons, or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the Bid Documents therein referred to; and he proposes and agrees if this bid is accepted, that he will contract with the County of Fresno to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract in the manner and time therein prescribed, and according to the requirements of the Owner as therein set forth, and that he will take in full payment therefore the following Adjustment Factors, to-wit:

Name of Bidder/Firm:_____

Business Address:_____

Phone:_____

Name of Authorized Representative (Print):_____

Tax ID#:_____

Signature:_____



BIDDERS' CHECKLIST

Because of numerous technical irregularities resulting in rejected bids for recent projects, the following checklist is offered for the bidders' information and use in preparing the bid. This checklist is not to be considered as part of the contract documents. Bidders are cautioned that deleting or not submitting a form supplied in the bid documents (even if the form does not require signature) may result in an irregular bid.

P-4, BID SHEET

Bidder name on each sheet. Price for each item. Make no additions such as "plus tax", "plus freight", or conditions such as "less 2% if paid by 15th". Use black ink or typewriter. Acknowledge addenda.

SUBCONTRACTOR LIST

Bidders are not required to submit a list of subcontractors with their bids as the General Requirements Contract is an indefinite quantity contract and therefore the work is not defined prior to award. However, if the Contract is awarded, the successful bidder will be required to submit a list of all subcontractors with all Proposals for individual Task Orders.

P-5 & 6, SIGNATURE PAGE - READ THE NOTICES AND NOTES

Indicate type of bid security provided.

Provide contract license information.

State business name and if business is a:

Corporation - list officers

Partnership - list partners

Joint Venture - list members; if members are corporations or partnerships, list their officers or partners.

Individual - list Owner's name and firm name style

Signature of Bidder - Bid Must Be Signed!

Corporation - by an officer

Partnership - by a partner

Joint Venture - by a member

Individual - by the Owner

If signature is by a Branch Manager, Estimator, Agent, etc., the bid must be accompanied by a power of attorney authorizing the individual to sign bids, otherwise the bid may be rejected.

Business Address - Firm's Street Address

Mailing Address - P.O. Box or Street Address



BIDDING DOCUMENTS FOR SOLICITATION #: 910-4311

BID SECURITY (BID GUARANTEE)

Ten Thousand Dollars (\$10,000.00).

Type of Bid Security:

Cash - Not recommended; cash is deposited in a clearing account and is returned to bidders by County warrant. This process may take several weeks.

Cashier's or Certified Checks - Will be held until the bid is no longer under consideration. If submitted by a potential awardee, they will be returned when the contract bonds are submitted and approved.

Bid Bonds - Must be signed by the bidder and by the attorney-in-fact for the bonding company. Signature of attorney-in-fact should be notarized and the bond should be accompanied by bonding company's affidavit authorizing attorney-in-fact to execute bonds. An unsigned bid bond will be cause for rejection.

P-7, NON COLLUSION AFFIDAVIT

Must be completed, signed, and returned with bid.

P-11, GUARANTY OF WORK

Optional for bidder to complete and return with bid.

OTHER

If you remove the bid from the specifications booklet, please staple the pages together.

Make sure your bid envelope is sealed and shows the project name.

If you mail your bid, allow time for postal delay. Bids received after the set time will be returned unopened. Be sure the statement "Do Not Open Until Time of Bid Opening" is on the envelope.

If you have any questions, please contact Theron Toler, Purchasing Unit,, (559)456-7110.



BIDDING DOCUMENTS FOR SOLICITATION #: 910-4311

BIDDER: _____
PROJECT: Job Order Contract

This Work is to be performed in accordance with the Bidding Documents including the Bidding Information, Contract forms, General and Supplemental Conditions, and Addenda Numbers _____, and _____.

Bid Items:

I. Adjustment Factors. The Contractor bids two adjustment factors that will be applied against the prices set forth in the Construction Task Catalog. These adjustment factors will be used to price out fixed price work orders by multiplying the adjustment factor by the unit prices and quantities.

II. Base Period (12 months from Notice of contract award or expenditure of the \$1,500,000 maximum value of the contract for the County of Fresno, whichever occurs first)

Item 1- Unit work requirements to be performed during **Normal Working Hours for County of Fresno Projects** as ordered by the County in individual Task Orders against the contract.

1. C .C C C C

Bid for normal working hours - in words

Item 2- Unit work requirements to be performed during **Other Than Normal Working Hours for County of Fresno Projects** as ordered by the COUNTY in individual work orders against the contract. (Note: Item 2 may not be lower than Item 1)

2. C .C C C C

Bid for other than normal working hours - in words

Award Criteria County of Fresno Contract: The award will be based on a weighted average of the Bid Factors evaluated as follows: 80% of Normal Working Hours for County of Fresno Projects added to 20% of Other Than Normal Working Hours for County of Fresno Projects.

Award Formula County of Fresno Contract:

Line 1	Item 1	_____
Line 2	Line 1 Multiplied by .80	_____
Line 3	Item 2	_____
Line 4	Line 3 Multiplied by .20	_____
Line 5	Add Lines 2 and 4	_____



BIDDING DOCUMENTS FOR SOLICITATION #: 910-4311

BIDDER: _____

In case of a discrepancy between words and figures, the words shall prevail.

If this bid 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 Awarding Authority, within ten (10) days after the award of the contract, the Awarding Authority, at its option, may determine that the bidder has abandoned the contract, and thereupon this bid and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this bid shall operate and the same shall be the property of the Owner.

PROJECT: Job Order Contract

Accompanying this bid is security (check one only) in amount equal to Ten Thousand Dollars (\$10,000.000):

Bid Bond (); Certified Check (); Cashier's Check (); Cash (\$_____)

The names of all persons interested in the foregoing bid as principals are as follows:

IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if bidder or other interested person is an individual, state first and last name in full.

FIRM NAME _____

Licensed in accordance with an act providing for the registration of Contractors,

Class _____ License No. _____ Expires _____

(Furnishing Contractor License information as part of this bid is optional and is requested to facilitate verification of licensure)

Signature of Bidder

Dated

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if



BIDDING DOCUMENTS FOR SOLICITATION #: 910-4311

bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a Power of Attorney must be on file with the Owner prior to opening bids or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

BUSINESS ADDRESS: _____
Zip Code

MAILING ADDRESS: _____
Zip Code

BUSINESS PHONE: (____) _____ FAX NUMBER: (____) _____



PROJECT: Job Order Contract

To the Board of Supervisors, County of Fresno:

NONCOLLUSION AFFIDAVIT

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID *

(Printed or Typed Name)

being first duly sworn, deposes and says that he or she is

(Owner, Partner, Corporate Officer (list title), Co-Venturer)

of _____

(Bidding Entity)

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

(Signature)

(Dated)

(Title 23 United States Code Section 112)

(Calif Public Contract Code Section 7106; Stats.1988, c. 1548, Section 1.)

* NOTE: Completing, signing, and returning the Noncollusion Affidavit is a required part of the Bid. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.



PROJECT: Job Order Contract

CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS.

The _____ or proposed subcontractor, _____ hereby certifies that he/she *has/has not* participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that he <has or has not> filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

(Company)

By: _____

(Title)

Date: _____

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Director, Office of Federal Contract Compliance, U. S. Department of Labor.



PROJECT: Job Order Contract

NOTE: The bidder shall check Box A or Box B. If the bidder does not check a box it will be deemed that he has checked Box A.

The bidder certifies that:

- A. ☐ I do not intend to subcontract any work on this project.
- B. ☐ I do intend to subcontract portions of the work on this project.

In accordance with the provisions of Section, "Participation by Minority Business Enterprises in Subcontracting," in the Special Provisions, I have taken affirmative action to seek out and consider minority business enterprises for the portions of the work which are intended to be subcontracted and that such affirmative actions are fully documented in my records and are available upon request. In addition, I will take such affirmative action on any future subcontracting for the life of this contract.

The above certification is required by Executive Order 11625.

Bidder: _____

By: _____

Date: _____

Title: _____



PROJECT: Job Order Contract

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

DEBARMENT AND SUSPENSION CERTIFICATION

The _____ under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space:

() No Exceptions

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action:

Note: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Bid. Signing the Bid on the signature portion thereof shall also constitute signature of this Certification.

By my signature on this bid, I certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Title 23 United States Code, Section 112 Non-Collusion Affidavit and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Bidder: _____

By: _____

Date: _____

Title: _____



PROJECT: Job Order Contract

(This guaranty shall be executed by the successful bidder in accordance with instructions in the Special Provisions. The bidder may execute the guaranty on this page at the time of submitting his bid.)

GUARANTY

To the Owner: County of Fresno

The undersigned guarantees the construction and installation of the following work included in this project:

ALL WORK

Should any of the materials or equipment prove defective or should the work as a whole prove defective, 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, all within twelve (12) months after date on which this contract is accepted by the Owner, the undersigned agrees to reimburse the Owner, upon demand, for its 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 Owner, to replace any such material and to repair said work completely without cost to the Owner so that said work will function successfully as originally contemplated.

The Owner 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 Owner 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 Owner. If the undersigned shall fail or refuse to comply with his obligations under this guaranty, the Owner shall be entitled to all costs and expenses, reasonably incurred by reason of said failure or refusal.

Date: _____

Contractor



Pre-Award Survey

I. INTRODUCTION

A. DESCRIPTION OF PRE-AWARD SURVEY DOCUMENTS

The Pre-Award Survey is being required to assist the Owner in determining the responsibility of your firm. The Pre-Award Survey consists of one section: (1) Management Plan.

B. ORGANIZATION OF PRE-AWARD SURVEY

The information and documents submitted by the contractor must be organized and follow the same format as the Pre-Award Survey. The original document provided to the contractor may be taken apart and additional documents neatly inserted. Oversized documents must be folded to 8 1/2" by 11" and suitably presented. Duplicate pages 2, 3, and 4 if additional space is required to supply the requested information. The entire set of documents to be submitted must be firmly bound and include a cover sheet that sets forth the contractor's name and contract number.

II. MANAGEMENT PLAN

Prepare a management plan for this contract. The plan must present the contractor's overall approach to managing the project including the following:

- Management team
 - Provide an organizational chart
 - Describe the responsibilities and duties of each person
 - Indicate who will:
 - Manage overall contract
 - Perform joint scopes
 - Prepare proposals
 - Negotiate subcontracts
 - Supervise work
 - Provide the resumes of key individuals
- Plan for supervising and coordinating subcontractors
- Quality control/quality assurance procedures to be followed
- Record keeping requirements
- Communication flow among project participants
- Support to be provided from the home office

The management plan must follow the general outline presented above. Additional information may be provided.



THE COUNTY OF FRESNO

JOB ORDER CONTRACT

AGREEMENT



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AGREEMENT

THIS AGREEMENT made the _____ day of _____, 200_, at Fresno, in Fresno County, California, by and between _____ hereinafter called the Contractor, and the COUNTY OF FRESNO hereinafter called the Owner.

WITNESSETH: That the Contractor and the Owner, for the consideration hereinafter named, agree as follows:

ARTICLE I. The Contractor agrees to furnish all labor and materials, including tools, implements, and appliances required, and to perform all the work in a good and workmanlike manner, free from any and all liens and claims of mechanics, materialmen, subcontractors, artisans, machinists, teamsters, draymen and laborers required for:

JOB ORDER CONTRACT

Contract No.

Located within Fresno County, California, all in strict compliance with the Contract Documents therefore prepared by the Director of the Fresno County Department of Public Works and his authorized representatives hereinafter called the Engineer, and other contract documents relating thereto.

ARTICLE II. The Contractor and the Owner agree that the Advertisement (Notice to Contractors), the Wage Scale, the Bid hereto attached, the Instructions to Bidders, the General Conditions and Supplemental General Conditions of the contract, the Specifications, the Construction Task Catalog and the Addenda and Bulletins thereto, the Contract Bonds and Certificates of Liability and Workers Compensation Insurance, and the Contract Change Orders, together with this Agreement, form the Contract Documents, and they are as fully a part of the contract as if hereto attached or herein repeated. The specifications and drawings are intended to cooperate so that any work exhibited in the drawings and not mentioned in the specifications, or vice versa, is to be executed the same as if both are mentioned in the specifications and set forth in the drawings, to the true intent and meaning of the said drawings and specifications when taken together. But no part of said specifications that is in conflict with any portion of this Agreement, or that is not actually descriptive of the work to be done thereunder, or of the manner in which the said work is to be executed, shall be considered as any part of this Agreement, but shall be utterly null and void, and anything that is expressly stated, delineated or shown in or upon the specifications or drawings shall govern and be followed, notwithstanding anything to the contrary in any other source of information or authority to which reference may be made.

ARTICLE III. The Contractor agrees that the work under the contract shall be completed as determined by the Owner and stated in the Notice to Proceed for the Task Order. Time of performance shall be deemed as of the essence hereof and it is agreed that actual damages to the owner from any delay in completion beyond the date established in the individual Task Order, or any extension thereof until the work is completed or accepted, shall be all provable damages plus liquidated damages stated in the table below:

Project Size	Liquidated Damages
Under \$10,000	\$50/day
\$10,000 to 100,000	\$100/day
\$100,000 TO 500,000	\$250/day
\$500,000 to 1,000,000	\$500/day



Over \$1,000,000

\$1,000/day

The loss to the Owner in the event of a delay considering the following damage items which are extremely difficult or impossible to determine: Additional construction expense resulting from delay of completion including, but not limited to, engineering, inspection, rental and utilities; provided, however, the Owner may conditionally accept the work and occupy and use the same if there has been such a degree of completion as shall in its opinion render the same safe, fit and convenient for the use for which it is intended and in such cases the Contractor and Surety shall not be charged for liquidated damages for any period subsequent to such conditional acceptance and occupation by the Owner but Owner may assess actual damages caused by failure of total completion during such period. The time during which the Contractor is delayed in said work by the acts or neglects of the Owner or its employees or those under it by contract or otherwise, or by the acts of God which the Contractor could not have reasonably foreseen and provided for, or by storms and inclement weather which delays the work, or by any strikes, boycotts, or like obstructive action by employee or labor organizations, or by any general lockouts or other defensive action by employers, whether general, or by organizations of employers, shall be added to the time for completion as aforesaid.

ARTICLE IV. The Owner agrees to pay the Contractor in current funds for the performance of the contract

- a. Normal Working Hours for County of Fresno Projects: Contractor shall perform any or all functions called for in the General Conditions during normal working hours in the quantities specified in individual work orders against this contract for the unit price sum specified in the CTC multiplied times the adjustment factor of

Utilize four decimal places

- b. Other Than Normal Working Hours for County of Fresno Projects: Contractor shall perform any or all functions called for in the General Conditions during other than normal working hours in the quantities specified in individual work orders against this contract for the unit price sum specified in the CTC multiplied times the adjustment factor of

Utilize four decimal places

and to make payments on account thereof as provided in the General Conditions.

ARTICLE V. The Contractor and the Owner agree that changes in this Agreement or in the work to be done under this Agreement shall become effective only when written in the form of a supplemental agreement or change order and approved and signed by the Owner and the Contractor. It is specifically agreed that the Owner shall have the right to request any alterations, deviations, reductions or additions to the Contract Documents, and the amount of the cost thereof shall be added to or deducted from the amount of the contract price aforesaid by fair and reasonable valuations thereof.



And this contract shall be held to be completed when the work is finished in accordance with the original Contract Documents as amended by such changes. No such change or modification shall release or exonerate any surety upon any guaranty or bond given in connection with this contract.

ARTICLE VI. In the event of a dispute between the Owner and the Contractor as to an interpretation of any of the Contract Documents or as to the quality of sufficiency of material or workmanship, the decision of the Owner shall for the time being prevail and the Contractor, without delaying the job, shall proceed as directed by the Owner without prejudice to a final determination by negotiation, arbitration by mutual consent or litigation and should the Contractor be finally determined to be either wholly or partially correct, the Owner shall reimburse him for any added costs he may have incurred by reason of work done or material supplied beyond the terms of the contract as a result of complying with the Owner's directions as aforesaid. In the event the Contractor shall neglect to prosecute the work properly or fail to perform any provisions of this contract, the Owner, after three days' written notice to the Contractor, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to the Contractor, subject to final settlement between the parties as in this paragraph hereinabove provided.

ARTICLE VII. If the Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he or any of his subcontractors should persistently violate any of the provisions of the contract, or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper material, or if he should fail to make prompt payment to subcontractors or for material or labor or persistently disregard laws, ordinances or the instructions of the Owner, fail to begin the Work at the time specified, fail to submit a Proposal according to the Procedure set forth in these General Conditions, fail to adhere to the provision of the Subletting & Subcontracting Fair Practices Act, then the Owner may, when sufficient cause exists to justify such action, serve written notice upon the Contractor and his surety of its intention to terminate the contract, such notice to contain the reasons for such intention to terminate the contract, and unless within five days after the serving of such notice, such violations shall cease and satisfactory arrangements for correction thereof be made, the contract shall, upon the expiration of said five days, cease and terminate.

In the event of any such termination, the Owner shall immediately serve written notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and perform the contract, provided, however, that if the surety within ten (10) days after the serving upon it of notice of termination does not give the Owner written notice of its intention to take over and perform the contract or does not commence performance thereof within the ten (10) days stated above from the date of the serving of such notice, the Owner may take over the work and prosecute the 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 the Contractor and his surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may without liability for so doing, 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 or the work and necessary therefore. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished.

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



ARTICLE VIII. The Owner may terminate the Contract for the Owner's convenience by sending written notice to the Contractor, stating the effective date of such termination. Immediately upon receipt of such notice, the Contractor shall then provide similar written notice to the affected Subcontractor(s); whereupon the Contractor and Subcontractor(s) shall, except for services necessary for the orderly termination of the Work: (i) stop all Work and place no further order or Subcontracts for materials, services, equipment or supplies; (ii) assign to the Owner, in the manner and to the extent directed, all of the rights of the Contractor(s) under Work orders, purchase orders and subcontracts or sub-subcontracts relating to the portion of the Work that has been completed; (iii) terminate Work orders, purchase orders and subcontracts or outstanding to the extent that they relate to the Work and are not assigned to the Owner; (iv) take any action necessary to protect property in the Contractor's possession in which the Owner has or may acquire an interest; and (v) take any other action toward termination of the Work which the Owner may direct.

In the event that all or a portion of the Work of the Contractor is terminated for the Owner's convenience, the Contractor shall be entitled to payment of those costs relating to the completed portion of the Work as hereinafter defined. The Owner shall pay to the Contractor, subject to the limitations herein set forth, the sum of the following costs which represent the respective interest of the Contractor to the completed portion of the Work:

Portion of the amount of the Task Order(s) related to the Work completed by the Contractor immediately prior to Notice of Termination less the payments for progress or changes previously made.

No payment shall be made for Work not actually performed. Deductions will be made by the Owner for any amounts previously paid to Contractor and for any amounts which may be due the Owner, or which Owner may offset or withhold by the terms hereof.

The total amount of all payments to the Contractor shall not exceed in any event, the proportion of the Work actually performed (including materials delivered to the Project Site minus credits for returned goods or canceled orders) at the date of termination bears to the entire Work to be performed hereunder. Any payment to Contractor under this Subparagraph shall be made in accordance with the provisions of the "Payments" Section of this Contract.

After receipt of a notice of termination for convenience, Contractor shall submit to the Owner its written termination claim in the form and with the supporting documentation the Owner may require such as invoices, certified payrolls, receipts and other proof of expenditures. Such claims shall be submitted promptly, but in no event more than ninety days after the effective date of termination. Failure to submit a claim within ninety days after the effective date of termination shall constitute a waiver of the claim.

ARTICLE IX. In accordance with the provisions of Section 1770 of the Labor Code, the Director of the Department of Industrial Relations of the State of California has determined the general prevailing rates of wages and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Section 1773.8, apprenticeship or other training programs authorized by Section 3093, and similar purposes applicable to the work to be done. Said wages are on file with the Clerk of the Board of Supervisors, Room 301, Hall of Records, Fresno, California, and are incorporated herein by reference.

It shall be mandatory upon the Contractor herein and upon any subcontractor to pay not less than the said specified rates to all laborers, workmen and mechanics employed by them in the execution of the contract.

The Contractor shall comply with Labor Code Section 1775. In accordance with said Section 1775, the Contractor shall forfeit as a penalty to the Owner \$50.00 for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for such work or craft in which such workman is employed for any work done under the contract by him or by any subcontractor under him in violation



of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof for which each workman was paid less than the stipulated prevailing wage rate shall be paid to each workman by the Contractor.

The Contractor and each subcontractor shall keep or cause to be kept an accurate record showing the names and occupations of all laborers, workmen and mechanics employed by him in connection with the execution of this contract or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by the Owner, its officers and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations.

Attention is directed to the provisions in Section 1777.5 and Section 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him.

ARTICLE X. It is further understood and agreed that, in accordance with the provisions of Sections 1810 to 1815 of the Labor Code of the State of California, eight (8) hours labor shall constitute a day's work, but because this is a contract for public work, work performed by employees of the Contractor and each Sub-Contractor in excess of eight (8) hours per day, and forty (40) hours in any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1 1/2) times the basic rate of pay. The Contractor and each Sub-Contractor shall keep an accurate record showing the names and actual hours worked of all workers employed by him in connection with the work contemplated by this agreement, which record shall be open at all reasonable hours to the inspection of the Owner or its officer or agents and to the Chief of the Division of Labor Statistics and Law Enforcement of the Department of Industrial Relations, his deputies or agents; and it is hereby further agreed that said Contractor shall forfeit as a penalty to the Owner the sum of twenty-five (\$25) dollars for each laborer, workman, any subcontractor under him, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of this stipulation.

The Board of Supervisors hereby specifies that portions of the work can only be performed outside the regular working hours as defined in the applicable collective bargaining agreement filed with the Director of Industrial Relations in accordance with Labor Code Section 1773.1, and that the overtime requirements for Saturdays, and holidays are hereby waived for these portions of the work, as more particularly described in the specifications. However, this exemption shall not negate the overtime provisions specified in Labor Code Section 1815.

ARTICLE XI. The Contractor agrees to indemnify, save, hold harmless and at the County's request, defend the County, its all officers agents, and employees from all suits or actions of every name, kind and description, brought for, or on account of any injuries or damages received or sustained by any person or persons, by or from the Contractor, his/her servants or agents, in the construction of the work or by or in consequence of any negligence in guarding the same, in improper materials used in its construction, or by or on account of any act or omission of the Contractor or his/her agents. In addition to any remedy authorized by law, so much of the money due the Contractor under and by virtue of the contract as shall be considered necessary by the Owner may be retained by the Owner until disposition has been made of such suits or claims for damages as aforesaid. Contractor shall furnish the Owner with certificate of an insurance carrier of adequate insurance coverage or this undertaking with limits as stated below.

The Certificate of Insurance will state the contractual liability assumed under this paragraph is covered and shall provide that 10 days' notice of cancellation or reduction in coverage shall be given the Owner.



Contractor's Property Damage Liability insurance shall include coverage for property damage caused by blasting, collapse, structural injuries or damage to underground utilities. The policy shall not contain the "x", "c", or "u" exclusions. The policy shall be underwritten by a carrier admitted to transact insurance in California.

The Certificate of Insurance shall be issued in triplicate, to the COUNTY OF FRESNO, and all other participating agencies, whether or not said agencies are named herein, who contribute to the cost of the work or have jurisdiction over areas in which the work is to be performed and all officers and employees of said agencies while acting within the course and scope of their duties and responsibilities.

a. Liability

Such insurance shall be endorsed naming the County of Fresno as an additional insured and shall include:

1. General Liability insurance written on a commercial general liability form or on a comprehensive general liability form covering the hazards of premises/operations, contractual, independent contractors, advertising, product/completed operations, broad form property damage, and personal injury with a combined single limit of not less than Two Million dollars (\$2,000,000) per occurrence.
2. The policy's annual aggregate limit shall be at least Five Million dollars (\$5,000,000).
3. If written on a claim made form, Contractor shall be required to provide an extended two year reporting period commencing upon termination or cancellation of this agreement.

b. Comprehensive Auto Liability:

Comprehensive auto liability endorsed for all owned, non-owned and hired vehicles with a combined single limit of not less than One Million dollars (\$1,000,000) per occurrence.

c. Workers Compensation:

Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers Liability with a One Million dollars (\$1,000,000) limit, covering all persons Contractor is legally required to cover.

d. All-Risk Insurance On The Work

Contractor shall procure and maintain at Contractor's sole cost and expense, Builders Risk Course of Construction insurance, including fire and vandalism coverage, covering the entire work (including any County furnished material and equipment) against loss or damage until completion and acceptance by the County. Such insurance shall be in an amount for the replacement cost of the subject building and improvements and endorsed for broad form property damage, breach of warranty, demolition costs, and debris removal. Deductible not exceeding 5% of the cost will be permitted. Said policy to cover Contractor, Contractor's subcontractors, the County, its agents, the awarding entity, and any Trustee, under the indenture or trust agreement securing the bonds, certificates of participation, or other evidences of indebtedness issued to finance the work contemplated herein. The value of the policy shall be in U.S. currency.



Certified copies of said policy shall be in the form and with insurance company(ies) acceptable to the awarding entity; and in that such certified copies of all insurance policies be filed with the Trustee, if any, as well as the aforementioned parties. Policy shall provide 30 days advance notice of expiration, reduction, change or cancellation of such coverage by registered mail.

ARTICLE XII. The Contractor represents that he has secured the payment of Workers Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. Contractor shall supply the Owner with certificates of insurance in triplicate, evidencing that Workers Compensation Insurance is in effect and providing that the Owner will receive 10 days' notice of cancellation. If Contractor self-insures Workers Compensation, Certificate of Consent to Self-Insure should be provided the Owner.

The improvement contemplated in the performance of this contract is a Job Order Contract improvement over which the County shall exercise general supervision and therefore shall have the right to assume full and direct control over this contract whenever said agency at its sole discretion shall determine that its responsibility to the United States so requires.



AGREEMENT

SOLICITATION #: 910-4311

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first herein above written.

CONTRACTOR

COUNTY OF FRESNO

Contractor Name (Authorized Representative)

Chairman, Board of Supervisors

Print Name and Title

Date:

Mailing Address

REVIEWED & RECOMMENDED
FOR APPROVAL

By: John A. Navarrette
General Services Division Manager

Date:

By: Richard L. Brogan
Director, Public Works and Planning

Taxpayer Federal ID No.

APPROVED AS TO LEGAL FORM

By: Phillip S. Cronin
County Counsel

California State Contractors License No.

APPROVED AS TO ACCOUNTING

FORM

By: Vicki Crow
Auditor-Controller/Treasure-Tax Collector

ACCOUNTING USE ONLY:

General Services
Fund 0001
Subclass 10000
Organization 0135
Account 7220
Various Other County Departments