



TRI-CITY MENTAL HEALTH AUTHORITY
PUBLIC WORKS
&
CONTRACT DOCUMENTS
FOR
TCHMA OFFICE REMODEL
[PROJECT]

Identification number: 2024-2001-01

NOTICE INVITING BIDS

TRI-CITY MENTAL HEALTH AUTHORITY

TCHMA OFFICE REMODEL

Identification number: 2024-2001-01

NOTICE IS HEREBY GIVEN that the Tri-City Mental Health Authority (“TCMHA”) invites sealed Bids for the Project. TCMHA will receive such Bids c/o Sisson Design Group, 3100 E. Cedar St. Suite 26 Ontario, CA 91761, up to **[10:00 A.M.]** on **[Tuesday February 27, 2024]**. At **[12:00 P.M.]** the same day, they will be publicly opened and read aloud at TCMHA Administrative Offices, 1717 N. Indian Hill Boulevard, Suite B, Claremont, California 91711.

PROJECT MANAGER. TCMHA has designated **[SISSON DESIGN GROUP]** to be the Project Manager for the Project.

SCOPE OF WORK. The Project includes, without limitation, furnishing all necessary labor, materials, equipment and other incidental and appurtenant Work necessary to satisfactorily complete the Project, as more specifically described in the Contract Documents. This Work will be performed in strict conformance with the Contract Documents, permits from regulatory agencies with jurisdiction, and applicable regulations. The quantity of Work to be performed and materials to be furnished are approximations only, being given as a basis for the comparison of Bids. Actual quantities of Work to be performed may vary at the discretion of the Project Manager.

OBTAINING BID DOCUMENTS. Bidders may obtain free copies of the Plans, Specifications and other Contract Documents online by visiting [\[https://www.tricitymhs.org\]](https://www.tricitymhs.org). Potential Bidders may also obtain the Contract Documents for the Project at Sisson Design Group’s office located at 3100 E. Cedar St. Suite 26 Ontario, CA 91761 for a non-refundable fee of **[\$80.00]** per set, or **[\$100.00]** per set if mailed. Sisson Design Group must receive payment before the Contract Documents will be provided.

OPTIONAL PRE-BID MEETING AND SITE VISIT. An optional pre-bid meeting will be held on **[Tuesday February 13, 2024]** at **[9:00 A.M.]** at **[2001 N. Garey Ave. Pomona, CA]**, followed by an optional site visit. Bidders are not required to attend the on-site meeting and site visit in order to submit a bid. No allowances for cost adjustments will be made if a Bidder fails to adequately examine the Project site before submitting a Bid.

REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS. In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to

perform public work pursuant to Section 1725.5 [with limited exceptions for bid purposes only under Labor Code Section 1771.1(a)].


PREVAILING WAGES. In accordance with Labor Code Section 1770 *et seq.*, the Project is a “public work.” The selected Bidder (Contractor) and any Subcontractors shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations (“DIR”) regarding the prevailing rate of per diem wages. Copies of those rates are on file with the JPA Administrator/Clerk, and are available to any interested party upon request. The Contractor shall post a copy of the DIR’s determination of the prevailing rate of per diem wages at each job site. This Project is subject to compliance monitoring and enforcement by the DIR.

BONDS. Each Bid must be accompanied by a cash deposit, cashier’s check, certified check or Bidder’s Bond issued by a Surety insurer, made payable to TCMHA and in an amount not less than ten percent (10%) of the total Bid submitted. Personal or company checks are not acceptable. Upon Contract award, the Contractor shall provide faithful performance and payment Bonds, each in a sum equal to the Contract Price. All Bonds must be issued by a California admitted Surety insurer using the forms set forth in the Contract Documents, or in any other form approved by TCMHA General Counsel. Failure to enter into the Contract with TCMHA, including the submission of all required Bonds and insurance coverages, within fifteen (15) Days after the date of the mailing of written notice of contract award to the Bidder, shall subject the Bid security to forfeiture to the extent provided by law.

LICENSES. Each Bidder shall possess a valid Class B Contractor’s license issued by the California State Contractors License Board at the time of the Bid submission, unless this Project has any federal funding, in which case the successful Bidder must possess such a license at the time of Contract award. The successful Contractor must also possess a current business license for the municipality in which the Project is located.

RETENTION SUBSTITUTION. Five percent (5%) of any progress payment will be withheld as retention. In accordance with Public Contract Code Section 22300, and at the request and expense of the Contractor, securities equivalent to the amount withheld may be deposited with TCMHA or with a State or federally chartered bank as escrow agent, which shall then pay such moneys to the Contractor. Upon satisfactory completion of the Project, the securities shall be returned to the Contractor. Alternatively, the Contractor may request that TCMHA make payments of earned retentions directly to an escrow agent at the Contractor’s expense. No such substitutions shall be accepted until all related documents are approved by the TCMHA General Counsel.

BIDDING PROCESS. TCMHA reserves the right to reject any Bid or all Bids, and to waive any irregularities or informalities in any Bid or in the bidding, as deemed to be in its best interest.

By: _____

[LEE ANN SISSON]
Project Manager

1/30/2024
DATE

By: _____
Rimmi Hundal
Executive Director

DATE

INSTRUCTIONS TO BIDDERS

FORM OF BID. Bids shall be made on the Bid forms found herein. Bidders shall include all forms and fill in all blank spaces, including inserting “N/A” (for not applicable) where necessary. Each Bid must be submitted in a sealed envelope bearing the Bidder’s name and addressed to the TCMHA JPA Administrator/Clerk with the Project name and identification number (as described in the Notice Inviting Bids) typed or clearly printed on the lower left corner of the envelope.

DELIVERY OF BIDS. The Bid shall be delivered by the time and date, and to the place specified in the Notice Inviting Bids. No oral, faxed, emailed, or telephonic Bids or alternatives will be considered. The time of delivery shall be conclusively determined by the time-stamping clock located at Sisson Design Group’s Office. Bidders are solely responsible for ensuring that their Bids are received in proper time, and Bidders assume all risks arising out of their chosen means of delivery. Any Bid received after the Bid submission deadline shall be returned unopened. Bidders are invited to be present for Bid opening. Accepted Bids shall become the property of TCMHA.

AMENDED BIDS. Unauthorized conditions, limitations or provisos attached to a Bid may cause the Bid to be deemed incomplete and non-responsive.

WITHDRAWAL OF BID. A Bid may be withdrawn without prejudice upon written request by the Bidder filed with the JPA Administrator/Clerk before the Bid submission deadline. Bids must remain valid and shall not be subject to withdrawal for sixty (60) Days after the Bid opening date.

BIDDER’S SECURITY. Each Bid shall be accompanied by cash, a certified or cashier’s check payable to TCMHA, or a satisfactory Bid Bond in favor of TCMHA executed by the Bidder as principal and an admitted surety insurer as Surety, in an amount not less than ten percent (10%) of the amount set forth in the Bid. The cash, check or Bid Bond shall be given as a guarantee that, if selected, the Bidder will execute the Contract in conformity with the Contract Documents, and will provide the evidence of insurance and furnish the specified Bonds, within fifteen (15) Days after the date of delivery of the Contract Documents to the Bidder. In case of the Bidder’s refusal or failure to do so, TCMHA may award the Contract to the next lowest responsible bidder, and the cash, check, or Bond (as applicable) of the lowest Bidder shall be forfeited to TCMHA to the extent permitted by law. No Bid Bond will be accepted unless it conforms substantially to the form provided in these Contract Documents.

QUANTITIES APPROXIMATE. Any quantities shown in the Bid form or elsewhere herein shall be considered as approximations listed to serve as a general indication of the amount of Work or materials to be performed or furnished, and as basis for the Bid comparison. TCMHA does not guarantee that the actual amounts required will correspond with those shown. As deemed necessary or convenient, TCMHA may increase or decrease the amount of any item or portion of Work or material to be performed or furnished or omit any such item or portion, in accordance with the Contract Documents.

ADDENDA. The Project Manager may, from time to time, issue Addenda to the Contract Documents. Bidders are responsible for ensuring that they have received any and all Addenda. Each Bidder is responsible for verifying that it has received all Addenda issued, if any. Bidders must acknowledge receipt of all Addenda, if any, in their bids. Failure to acknowledge receipt of all Addenda may cause a Bid to be deemed incomplete and non-responsive.

FACSIMILE NUMBER AND EMAIL ADDRESS. Bidders shall supply the Project Manager with a facsimile number and email address to facilitate transmission of Addenda and other information related to these Contract Documents. If the Addenda and other information are emailed, TCMHA shall also send all documents by facsimile or U.S. Mail. Failure to provide such a facsimile number and email address may result in late notification. TCMHA does not guarantee that it will provide any information by facsimile, email, or both. A Bidder shall be responsible for all Addenda regardless of whether Bidder received any such fax or email, and a Bidder shall have no recourse due to not receiving such facsimile, email or both.

DISCREPANCIES IN BIDS. Each bidder shall set forth as to each item of Work, in clearly legible words and figures, a unit or line item Bid amount for the item in the respective spaces provided for this purpose.

In case of discrepancy between the unit price and the extended amount set forth for the item, the unit price shall prevail. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or if the unit price is the same amount as the entry in the "extended amount" column, then the amount set forth in the "extended amount" column for the item shall prevail in accordance with the following:

- (1) As to lump sum items, the amount set forth in the "extended amount" column shall be the unit price.
- (2) As to unit price items, the amount set forth in the "extended amount" column shall be divided by the estimated quantity for the item set forth in the Bid documents, and the price thus obtained shall be the unit price.

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

COMPETENCY OF BIDDERS. In evaluating Bidder responsibility, consideration will be given not only to the financial standing, but also to the general competency of the Bidder for the performance of the Project. Each Bidder shall set forth in the designated area of the Bid form a statement of its experience. No Contract will be executed with a Bidder that is not licensed and registered with the DIR in accordance with State law, and with any applicable specific licensing requirements specified in these Contract Documents. These licensing and registration requirements for Contractors shall also apply to all Subcontractors.

BIDDER'S EXAMINATION OF SITE AND CONTRACT DOCUMENTS. Each Bidder must carefully examine the Project site and the entirety of the Contract Documents.

Upon submission of a Bid, it will be conclusively presumed that the Bidder has thoroughly investigated the Work and is satisfied as to the conditions to be encountered and the character, quality, and quantities of Work to be performed and materials to be furnished. Upon Bid submission, it also shall be conclusively presumed that the Bidder is familiar with and agrees to the requirements of the Contract Documents, including all Addenda. No information derived from an inspection of records or investigation will in any way relieve the Contractor from its obligations under the Contract Documents nor entitle the Contractor to any additional compensation. The Contractor shall not make any claim against TCMHA based upon ignorance or misunderstanding of any condition of the Project site or of the requirements set forth in the Contract Documents. No claim for additional compensation will be allowed which is based on a lack of knowledge of the above items. Bidders assume all risks in connection with performance of the Work in accordance with the Contract Documents, regardless of actual conditions encountered, and waive and release TCMHA with respect to any and all claims and liabilities in connection therewith, to the extent permitted by law.

TRADE NAMES OR EQUALS. Requests to substitute an equivalent item for a brand or trade name item must be made by written request submitted no later than the date specified in Section 4-6 of the General Provisions. Requests received after this time shall not be considered. Requests shall clearly describe the product for which approval is requested, including all data necessary to demonstrate acceptability.

DISQUALIFICATION OF BIDDERS. No Person shall be allowed to make, file or be interested in more than one Bid for the Project, unless alternate Bids are specifically called for. A Person that has submitted a sub-bid to a Bidder, or that has quoted prices of materials to a Bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from making a prime Bid. If there is a reason to believe that collusion exists among the Bidders, all affected Bids will be rejected.

RETURN OF BID SECURITY. The successful Bidder's Bid security shall be held until the Contract is executed. Bid security shall be returned to the unsuccessful Bidders within a reasonable time, which in any case shall not exceed sixty (60) Days after the successful Bidder has signed the Contract.

AWARD OF CONTRACT. TCMHA reserves the right to reject any or all Bids or any parts thereof or to waive any irregularities or informalities in any Bid or in the bidding. The Contract award, if made, will be to the lowest responsible, responsive Bidder and is anticipated to occur within sixty (60) Days after the Bid opening. The Contract award may be made after that period if the selected Bidder has not given TCMHA written notice of the withdrawal of its Bid.

DETERMINATION OF LOWEST BID. In accordance with Public Contract Code Section 20103.8, if additive or deductive items are included in this bid solicitation, the lowest Bid shall be determined as indicated below:

The lowest bid shall be the lowest bid price on the base contract without consideration of the prices on the additive or deductive items.

[] The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that were specifically identified in the bid solicitation as being used for the purpose of determining the lowest bid price.

[] The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that when taken in order from a specifically identified list of those items in the solicitation, and added to, or subtracted from, the base contract, are less than, or equal to, a funding amount publicly disclosed by the local agency before the first bid is opened.

[Selection approved by Project Manager:



Signature

TRENCHING. If the Project involves the construction of a pipeline, sewer, sewage disposal system, boring and jacking pits, or similar trenches or open excavations, which are five (5) feet deep or more, then each Bidder must submit, as a Bid item, adequate sheeting, shoring, and bracing, or an equivalent method, for the protection of life or limb, which shall conform to applicable safety orders. This final submission must be accepted by TCMHA in advance of excavation and must include a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from caving ground during the excavation Work. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

LISTING SUBCONTRACTORS; SELF-PERFORMANCE. Each Bidder shall submit a list of the proposed Subcontractors on the Project, as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, *et seq.*). Contractor shall self-perform not less than 50% of the Work, in accordance with Section 3-2 of the Standard Specifications.

EXECUTION OF CONTRACT. The selected Bidder shall execute the Contract in the form included in these Contract Documents within fifteen (15) Days from the date of delivery of the Contract Documents to the Bidder. Additionally, the selected Bidder shall also secure all insurance and Bonds as herein specified, and provide copies to TCMHA, within fifteen (15) Days from the date of delivery of the Contract Documents to the Bidder. Failure or refusal to execute the Contract or to conform to any of the stipulated requirements shall be just cause for the annulment of the award and forfeiture of the Bidder's security. In such event, TCMHA may declare the Bidder's security forfeited to the extent permitted by law, and TCMHA may award the Contract to the next lowest responsible Bidder or may reject all bids.

NO COMPENSATION FOR COSTS INCURRED PRIOR TO CONTRACT EXECUTION. All costs incurred by the selected Bidder prior to Contract award and execution of the Contract by TCMHA shall be at the Bidder's sole risk. TCMHA shall have no liability for costs incurred prior to its execution of the Contract.

SIGNATURES. The Bidder shall execute all documents requiring signatures, and shall cause to be notarized all documents that indicate such a requirement. Bids submitted as joint ventures must so state and be signed by each joint venturer. The Bidder shall provide evidence satisfactory to TCMHA, such as an authenticated resolution of its board of directors, a certified copy of a certificate of partnership acknowledging the signer to be a general partner, or a power of attorney, indicating the capacity of the person(s) signing the Bid to bind the Bidder to the Bid and any Contract arising therefrom. Alternatively, Bids submitted by corporations must be executed as specified in Corporations Code Section 313, and Bids submitted by partnerships must be executed by all partners comprising the partnership.

INSURANCE AND BONDS. The Contractor shall not begin Work until it has given TCMHA evidence of all required insurance coverage (including all additional insured endorsements), a Bond guaranteeing the Contractor's faithful performance of the Contract, and a Bond securing the payment of claims for labor and materials.

TELEPHONES. Bidders are hereby notified that TCMHA will not provide telephones for their use at the time of Bid submission.

INTERPRETATION OF CONTRACT DOCUMENTS. Any Bidder that is in doubt as to the intended meaning of any part of the Contract Documents, or that finds discrepancies in or omissions from the Contract Documents, may submit to the Project Manager a written request for an interpretation or correction not later than ten (10) Days before the Bid submission deadline. Requests for clarification received after this date will be disregarded. Please indicate the Project and identification number in the request for clarification. Telephonic requests will not be taken. Any interpretation or correction of the Contract Documents will be made only by a written Addendum. No oral interpretation of any provision in the Contract Documents shall be binding.

TAXES. Except as may be otherwise specifically provided herein, all sales and/or use taxes assessed by federal, State or local authorities on materials used or furnished by the Contractor in performing the Work shall be paid by the Contractor. The Bidder shall calculate payment for all sales, unemployment, pension and other taxes imposed by federal, State, and local law and shall include these payments in computing the Bid.

CHECKLIST FOR BIDDERS

The following information is required of all Bidders at the time of Bid submission:

- _____ Completed and Signed Bid Cover Form
- _____ Completed and Signed Bid Sheets
- _____ Completed and Signed Questionnaire
- _____ Completed References Form
- _____ Resume of General Construction Superintendent/On-Site Construction Manager
- _____ Completed Subcontractor Designation Form
- _____ Completed and Signed Industrial Safety Record Form
- _____ Completed, Signed and Notarized Bid Bond or Other Security Form
- _____ Signed Noncollusion Declaration Form
- _____ Evidence satisfactory to TCMHA indicating the capacity of the person(s) signing the Bid to bind the Bidder

Failure of the Bidder to provide all required information in a complete and accurate manner may cause the Bid to be considered non-responsive.

BID

TRI-CITY MENTAL HEALTH AUTHORITY

TCHMA OFFICE REMODEL [PROJECT]

Identification number: 2024-2001-01

TO THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY:

The undersigned, as Bidder, declares that: (1) this Bid is made without collusion with any other person and that the only persons or parties interested as principals are those named herein; (2) the undersigned has carefully examined the Contract Documents (including all Addenda) and the Project site; and (3) the undersigned has investigated and is satisfied as to the conditions to be encountered, the character, quality and quantities of Work to be performed, and the materials to be furnished. Furthermore, the undersigned agrees that submission of this Bid shall be conclusive evidence that such examination and investigation have been made and agrees, in the event the Contract be awarded to it, to execute the Contract with the Tri-City Mental Health Authority ("TCMHA") to perform the Project in accordance with the Contract Documents in the time and manner therein prescribed, and to furnish or provide all materials, labor, tools, equipment, apparatus and other means necessary so to do, except as may otherwise be furnished or provided under the terms of the Contract Documents, for the following stated unit prices or lump-sum price as submitted on the Bid herein.

Bidder acknowledges receipt of all addenda, as follows:

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

The undersigned submits as part of this Bid a completed copy of its Industrial Safety Record. This Safety Record includes all construction Work undertaken in California by the undersigned and any partnership, joint venture or corporation that any principal of the undersigned participated in as a principal or owner for the last five (5) calendar years and the current calendar year before the date of Bid submittal. Separate information is being submitted for each such partnership, joint venture, or corporate or individual Bidder. The undersigned may attach any additional information or explanation of data that it would like to be taken into consideration in evaluating the Safety Record. An explanation of the circumstances surrounding any and all fatalities is attached.

Accompanying this Bid is cash, a cashier's check, a certified check or a Bid Bond in an amount equal to at least ten percent (10%) of the total aggregate Bid price based on the quantities shown and the unit prices quoted. The undersigned further agrees that, should it be awarded the Contract and thereafter fail or refuse to execute the Contract and provide the required evidence of insurance and Bonds within fifteen (15) Days after delivery of the Contract to the undersigned, then the cash, check or Bid Bond shall be forfeited to TCMHA to the extent permitted by law.

The undersigned certifies to have a minimum of three (3) consecutive years of current experience in the type of Work related to the Project and that this experience is in actual operation of the firm with permanent employees performing a part of the Work as distinct from a firm operating entirely by subcontracting all phases of the Work. The undersigned also certifies to be properly licensed by the State as a contractor to perform this type of Work. The undersigned possesses California Contractor's License Number _____, Class _____, which expires on _____.

Bidder's Name: _____

Signature: _____ Title: _____ Date: _____

Signature: _____ Title: _____ Date: _____

BID SHEETS

TRI-CITY MENTAL HEALTH AUTHORITY

TCHMA OFFICE REMODEL

[PROJECT]

Identification number: 2024-2001-01

Bidder's Name: _____

TO THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract to furnish all labor, materials, equipment and supplies for the Project in accordance with the Contract Documents to the satisfaction and under the direction of the Project Manager, at the following prices:

AMOUNT:

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	EXTENDED AMOUNT
1.				\$	\$
2.				\$	\$
3.				\$	\$
4.				\$	\$
5.				\$	\$
6.				\$	\$
7.				\$	\$

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	EXTENDED AMOUNT
TOTAL AMOUNT					\$ _____

Note: Items may be adjusted or deleted. Therefore, regardless of total actual volume (percentage) compared to estimated quantities, the unit prices provided above by the Bidder shall be applied to the final quantity when payment is calculated for these items. No adjustment in the unit prices will be allowed. TCMHA reserves the right to not use any of the estimated quantities; and if this right is exercised, the Contractor will not be entitled to any additional compensation. Cost of all export of material shall be included in the above unit costs; no additional compensation will be granted for such expenses.

TOTAL BID PRICE IN DIGITS: \$ _____

TOTAL BID PRICE IN WORDS: _____

Signature: _____ Title: _____ Date: _____

Signature: _____ Title: _____ Date: _____

QUESTIONNAIRE FORM

Fill out all of the following information. Attach additional sheets if necessary.

- (1) Bidder's Name: _____
- (2) If the Bidder's name is a fictitious name, who or what is the full name of the registered owner? If the Bidder's name is not a fictitious name, write "N/A" in the response to this question. If you are doing business under a fictitious name, provide a copy of the filed valid Fictitious Business Name Statement.

- (3) Business Address: _____
- (4) Telephone: _____ Facsimile: _____
- (5) Type of Firm – Individual, Partnership, LLC or Corporation: _____
- (6) Corporation organized under the laws of the State of: _____
- (7) California State Contractor's License Number and Class: _____
Original Date Issued: _____ Expiration Date: _____
- (8) DIR Contractor Registration Number: _____
- (9) List the name and title of the person(s) who inspected the Project site for your firm:

- (10) List the name and title of the person(s) who attended the mandatory pre-Bid meeting for your firm, including the mandatory site visit (if any):

- (11) Number of years' experience the company has as a contractor in construction work: _____
- (12) List the names, titles, addresses and telephone numbers of all individuals, firm members, partners, joint venturers, and company or corporate officers having a principal interest in this Bid:

- (13) List all current and prior D.B.A.'s, aliases, and fictitious business names for any principal having interest in this Bid:

(14) List the dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this Bid:

(15) For all arbitrations, lawsuits, settlements and the like (in or out of court) that the company or any principal having an interest in this Bid has been involved with in the past five (5) years:

a. List the names, addresses and telephone numbers of contact persons for the parties:

b. Briefly summarize the parties' claims and defenses:

c. State the tribunal (e.g., Superior Court, American Arbitration Association, etc.), the matter number, and the outcome:

(16) Has the company or any principal having an interest in this Bid ever had a contract terminated by the owner or agency? If yes, explain.

(17) Has the company or any principal having an interest in this Bid ever failed to complete a project? If yes, explain.

(18) Has the company or any principal having an interest in this Bid ever been terminated for cause, even if it was converted to a "termination of convenience"? If yes, explain.

(19) For projects that the company or any principal having an interest in this Bid has been involved with in the last five (5) years, did you have any claims or actions:

- a. By you against the owner? Circle one: Yes No
- b. By the owner against you? Circle one: Yes No
- c. By any outside agency or individual for labor compliance? Circle one: Yes No
- d. By Subcontractors? Circle one: Yes No
- e. Are any of these claims or actions unresolved or outstanding? Circle one: Yes No

If your answer is "yes" to any part or parts of this question, explain.

(20) List the last three (3) projects you have worked on or are currently working on for TCMHA:

Upon request of TCMHA , the Bidder shall furnish evidence showing a notarized financial statement, financial data, construction experience, or other additional information.

Failure to provide truthful answers to the questions above or in the following References Form may result in the Bid being deemed non-responsive.

The Bidder declares under penalty of perjury under the laws of the State of California that the information provided above is true and correct.

Company

Signature: _____

Title: _____

Date: _____

Signature: _____

Title: _____

Date: _____

REFERENCES FORM

For all public agency projects in excess of \$15,000 that you are currently working on or have worked on in the past two (2) years, provide the following information:

Project 1 Name/Number _____

Project Description _____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ Telephone: _____

Address: _____

Original Contract Amount: \$_____ Final Contract Amount: \$_____

If final amount is different from original amount, please explain (change orders, extra work, etc.).

Did you or any Subcontractor, file any claims against the Agency?
Circle one: Yes No

Did the Agency file any claims against you? Circle one: YesNo

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 2 Name/Number _____

Project Description _____

Approximate Construction Date From: _____ To: _____

Agency Name: _____

Contact Person: _____ Telephone: _____

Address: _____

Original Contract Amount: \$_____ Final Contract Amount: \$_____

If final amount is different from original amount, please explain (change orders, extra work, etc.).

Did you or any Subcontractor, file any claims against the Agency?
Circle one: Yes No

Did the Agency file any claims against you? Circle one: YesNo

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 3 Name/Number _____

Project Description _____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ Telephone: _____

Address: _____

Original Contract Amount: \$_____ Final Contract Amount: \$_____

If final amount is different from original amount, please explain (change orders, extra work, etc.).

Did you or any Subcontractor, file any claims against the Agency?
Circle one: Yes No

Did the Agency file any claims against you? Circle one: YesNo

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 4 Name/Number _____

Project Description _____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ Telephone: _____

Address: _____

Original Contract Amount: \$ _____ Final Contract Amount: \$ _____

If final amount is different from original amount, please explain (change orders, extra work, etc.).

Did you or any Subcontractor, file any claims against the Agency?
Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 5 Name/Number _____

Project Description _____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ Telephone: _____

Address: _____

Original Contract Amount: \$_____ Final Contract Amount: \$_____

If final amount is different from original amount, please explain (change orders, extra work, etc.).

Did you or any Subcontractor, file any claims against the Agency?
Circle one: Yes No

Did the Agency file any claims against you? Circle one: YesNo

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 6 Name/Number _____

Project Description _____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ Telephone: _____

Address: _____

Original Contract Amount: \$_____ Final Contract Amount: \$_____

If final amount is different from original amount, please explain (change orders, extra work, etc.).

Did you or any Subcontractor, file any claims against the Agency?
Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

RESUME

Attach to this Bid the experience resume of the person who will be designated as General Construction Superintendent or on-site Construction Manager for the Project.

DESIGNATION OF SUBCONTRACTORS
[Public Contract Code Section 4104]

List all Subcontractors who will perform Work or labor or render service to the Contractor in or about the construction of the Work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of one-half percent (0.5%) of the Contractor's total Bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half percent (0.5%) of the Contractor's total Bid or \$10,000, whichever is greater. If all Subcontractors do not fit on this page, attach another page listing all information for all other Subcontractors.

Name under which Subcontractor is Licensed and Registered	CSLB License Number(s) and Class(es)	DIR Contractor Registration Number	Address and Phone Number	Type of Work (e.g., Electrical)	Percentage of Total Bid (e.g., 10%)*

* The percentage of the total Bid shall represent the "portion of the work" for the purposes of Public Contract Code Section 4104(b).

INDUSTRIAL SAFETY RECORD FORM

Bidder's Name _____

	Current Year of Record	2023	2022	2021	2020	2019	Total
Number of contracts							
Total dollar amount of contracts (in thousands of dollars)							
Number of fatalities							
Number of lost workday cases							
Number of lost workday cases involving permanent transfer to another job or termination of employment							

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury under the laws of the State of California that the information is true and accurate within the limitations of those records.

Signature: _____
 Title: _____
 Date: _____

Signature: _____
 Title: _____
 Date: _____

Bond No. _____

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the Tri-City Mental Health Authority ("TCMHA"), has issued an invitation for Bids for the Work described as follows: _____

WHEREAS _____
(Name and address of Bidder)

("Principal"), desires to submit a Bid to TCMHA for the Work.

WHEREAS, Bidders are required to furnish a form of Bidder's security with their Bids.

NOW, THEREFORE, we, the undersigned Principal, and _____
(Name and address of Surety)

("Surety"), a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto TCMHA in the penal sum of _____ Dollars

(\$ _____), being not less than ten percent (10%) of the total Bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal is awarded the Contract for the Work by TCMHA and, within the time and in the manner required by the bidding specifications, enters into the written form of Contract included with the bidding specifications, furnishes the required Bonds (one to guarantee faithful performance and the other to guarantee payment for labor and materials), and furnishes the required insurance coverage, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this instrument, Surety further agrees to pay all court costs incurred by TCMHA in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of Civil Code Section 2845.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____
Its: _____

By: _____
Its: _____

By: _____
Its: _____

By: _____
Its: _____

Note: This Bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

NONCOLLUSION DECLARATION FORM

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

[Public Contract Code Section 7106]

The undersigned declares:

I am the _____ of _____, the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or to refrain from bidding. 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. All statements contained in the Bid are true. 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, to any corporation, partnership, company, association, organization, Bid depository, or to any member or agent thereof, to effectuate a collusive or sham Bid, and has not paid, and will not pay, any Person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____

CHECKLIST FOR EXECUTION OF CONTRACT

TO BE SUBMITTED BY SUCCESSFUL BIDDER:

- _____ Two (2) executed copies of the Contract
- _____ Evidence satisfactory to TCMHA indicating the capacity of the person(s) signing the Contract to bind the Contractor
- _____ Payment Bond in amount of the Contract
- _____ Performance Bond in amount of the Contract
- _____ Workers' Compensation Certificate
- _____ Liability insurance certificate in the amounts specified in Section 5-4.2 of the General Provisions, naming TCMHA, et al as additional insureds
- _____ Automobile insurance certificate in the amount specified in Section 5-4.4 of the General Provisions, naming TCMHA, et al as additional insureds
- _____ Copy of business license for the municipality in which the project is located
- _____ Additional insured endorsement – comprehensive general liability
- _____ Additional insured endorsement – automobile liability
- _____ Additional insured endorsement – excess liability

CONTRACT

TRI-CITY MENTAL HEALTH AUTHORITY
CONTRACT FOR

TCHMA OFFICE REMODEL [PROJECT]

Identification number: 2024-2001-01

THIS CONTRACT ("Contract") is made and entered this _____, 20__
("Effective Date"), by and between the TRI-CITY MENTAL HEALTH AUTHORITY, a
California municipal corporation ("TCMHA") and

a _____ [Legal Form of Entity and state of formation,
e.g., California corporation, limited partnership, limited liability company] ("Contractor"),
whose Contractor's California State Contractor's license number is
_____; Class _____, and Contractor's DIR registration number is
_____.

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree
as follows:

1. Contract Documents. The Contract Documents consist of this Contract, the Notice Inviting Bids, Instructions to Bidders, Bid (including documentation accompanying the Bid and any post-Bid documentation submitted before the Notice of Award), the Bonds, permits from regulatory agencies with jurisdiction, General Provisions, Special Provisions, Plans, Standard Plans, Standard Specifications, Reference Specifications, Addenda, Change Orders, and Supplemental Agreements. The Contract Documents are attached hereto and incorporated herein by reference.
2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as TCHMA OFFICE REMODEL ("Project"), as described in this Contract and in the Contract Documents.
3. Compensation. In consideration of the services rendered hereunder, TCMHA shall pay Contractor a not to exceed amount of _____ dollars (\$_____) in accordance with the prices as submitted in the Bid.
4. Incorporation by Reference. All of the following documents are attached hereto and incorporated herein by this reference: Workers' Compensation Certificate of Insurance, Additional Insured Endorsement (Comprehensive General Liability), Additional Insured Endorsement (Automobile Liability), and Additional Insured Endorsement (Excess Liability).

5. Antitrust Claims. In entering into this Contract, Contractor offers and agrees to assign to TCMHA all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. § 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time TCMHA tenders final payment to Contractor without further acknowledgment by the parties.

6. Prevailing Wages. TCMHA and Contractor acknowledge that the Project is a public work to which prevailing wages apply.

7. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows:

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

8. Titles. The titles used in this Contract are for convenience only and shall in no way define, limit or describe the scope or intent of this Contract or any part of it.

9. Authority. Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the authority to execute this Contract on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

10. Entire Agreement. This Contract, including the Contract Documents and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between TCMHA and Contractor. This Contract supersedes all prior oral or written negotiations, representations or agreements. This Contract may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties that expressly refers to this Contract.

11. Counterparts. This Contract may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first above written.

TRI-CITY MENTAL HEALTH AUTHORITY

CONTRACTOR

By:

By:

Rimmi Hundal, Executive Director

[PRINT NAME]
[TITLE]

By:

[PRINT NAME]
[TITLE]

Attest:

By:

Micaela P. Olmos, JPA
Administrator/Clerk

Approved as to Form:

RICHARDS WATSON GERSHON LAW

By:

Steven L. Flower, General Counsel

Bond No. _____

**PAYMENT BOND
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the Tri-City Mental Health Authority ("TCMHA"), State of California, has awarded to:

(Name and address of Contractor) ("Principal")

a contract (the "Contract") for the Work described as follows:

(Project name)

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of the Work, to file a good and sufficient payment Bond with TCMHA to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and:

(Name and address of Surety) ("Surety")

a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto TCMHA and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of:

_____ Dollars (\$_____),
for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by TCMHA in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the Specifications accompanying the same shall in any manner affect its obligations on this Bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____
Its

By: _____
Its

By: _____
Its

By: _____
Its

(Seal)

(Seal)

*Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. **DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT.** Surety companies executing Bonds must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.*

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the Tri-City Mental Health Authority ("TCMHA"), State of California, has awarded to:

(Name and address of Contractor) ("Principal")

a contract (the "Contract") for the Work described as follows:

(Project name)

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and:

(Name and address of Surety) ("Surety")

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto TCMHA in the penal sum of:

_____ Dollars (\$_____),
this amount being not less than the total Contract Price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the TCMHA, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by TCMHA in successfully enforcing such

obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statute of limitations as it applies to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or of the Work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the specifications. Surety hereby waives the provisions of California Civil Code Sections 2845 and 2849. TCMHA is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____
Its

By: _____
Its

By: _____
Its

By: _____
Its

(Seal)

(Seal)

*Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. **DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT.** Surety companies executing Bonds must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.*

CERTIFICATE OF INSURANCE

WORKERS' COMPENSATION

WHEREAS, the Tri-City Mental Health Authority ("TCMHA") has required certain insurance to be provided by:

NOW THEREFORE, the undersigned insurance company does hereby certify that it has issued the policy or policies described below to the following named insureds and that the same are in force at this time:

1. This certificate is issued to:

Tri-City Mental Health Authority
Administrative Offices
1717 N. Indian Hill Blv, Suite #B
Claremont, California 91711

The insureds under such policy or policies are:

2. Workers' Compensation Policy or Policies in a form approved by the Insurance Commissioner of California covering all operations of the named insureds as follows:

<u>Policy Number</u>	<u>Effective Date</u>	<u>Expiration Date</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

By: _____
Its Authorized Representative

GENERAL PROVISIONS

SECTION 0. GENERAL PROVISIONS DEFINED

0-1 STANDARD SPECIFICATIONS

The 2021 edition of “Standard Specifications for Public Works Construction” (“Standard Specifications”), as amended by the Contract Documents, is incorporated into the Contract Documents by this reference. The Work described herein shall be done in accordance with the provisions of the Standard Specifications, as amended by the Contract Documents.

0-2 NUMBERING OF SECTIONS

The number of sections and subsections in these General Provisions are compatible with the numbering in the Standard Specifications.

0-3 SUPPLEMENTATION OF STANDARD SPECIFICATIONS

The Sections that follow supplement, but do not replace, the corresponding provisions in Part 1 (General Provisions) of the Standard Specifications, except as otherwise indicated herein. In the event of any conflict between the Standard Specifications and these General Provisions, these General Provisions shall control.

SECTION 1. GENERAL, TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

1-2 TERMS AND DEFINITIONS

Whenever in the Standard Specifications or in the Contract Documents the following terms are used, they shall be understood to mean the following:

Agency – Tri-City Mental Health Authority.

Board – The Governing Board of the Tri-City Mental Health Authority.

Contract Documents – As defined in Standard Specifications Section 1-2, but also including these General Provisions.

Project Manager – The Project Manager, acting either directly or through properly authorized agents. Such agents shall act within the scope of the particular duties entrusted to them.

Inspector – An authorized representative of TCMHA, assigned by TCMHA to make inspections of Work performed by or materials supplied by the Contractor.

Laboratory – A laboratory authorized by TCMHA to test materials and Work involved in the Contract.

Notice of Completion – The notice authorized by Civil Code Section 9204.

Project – See Work.

Submittal – Any drawing, calculation, specification, product data, samples, manuals, requests for substitutes, spare parts, photographs, survey data, traffic control plans, record drawings, Bonds or similar items required to be submitted to TCMHA under the terms of the Contract.

1-3.3 Institutions

The institutions listed in Section 1-3.3 of Part 1 of the Standard Specifications shall be supplemented by the list below:

<u>Abbreviation</u>	<u>Word or Words</u>
AAN	American Association of Nurserymen
AGCA	Associated General Contractors of America
APWA	American Public Works Association
CRSI	Concrete Reinforcing Steel Institute
CSI	Construction Specifications Institute
NEC	National Electric Code
NFPA	National Fire Protection Association
SSS	State of California Standard Specifications, Latest edition, Department of Transportation
SSP	State of California Standard Plans, Latest edition, Department of Transportation

1-7.2 CONTRACT BONDS

The Faithful Performance Bond shall remain in force until the date of recordation of the Notice of Completion and the end of all warranty periods set forth in the Contract Documents. The Material and Labor Bond shall remain in force until expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, and until the expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2.

All Bonds must be submitted using the required forms, which are in the Contract Documents, or on any other form approved by the General Counsel.

SECTION 2. SCOPE OF THE WORK

2.2 PERMITS

Before starting any construction work, the Contractor will be required to obtain any and all necessary municipal permits, which may include obtaining a no fee encroachment permit for Work within the public right-of-way, as well as all other permits required from all other agencies. Should this Project require construction of trenches or excavations which are five (5) feet or deeper and into which a person is required to descend, the Contractor shall obtain a Cal/OSHA permit and furnish TCMHA with a copy before Work can commence on this Project. Contractor shall bear all cost for fees for all agencies.

2.4 COOPERATION AND COLLATERAL WORK

The Contractor shall be responsible for coordinating all Work with the municipality in which the Project is located for street sweeping, trash pick-up, and street maintenance contractors, emergency services departments, utility companies' crews, and others when necessary. Payment for conforming to these requirements shall be included in other items of Work, and no additional payment shall be made thereof.

2-5.4 Haul Routes

Subsection 2-5.4 of Part 1 of the Standard Specifications shall be deleted and replaced as follows:

The Contractor must obtain the Project Manager's approval before using any haul routes. Further detail requirements for haul traffic are delineated in the Special Provisions.

2-7 CHANGES INITIATED BY THE AGENCY

2-7.1 General.

TCMHA reserves the right, without notice to the Surety, to increase or decrease the quantity of any item or portion of the Work described in the Contract Documents or to alter or omit portions of the Work so described, as may be deemed necessary or expedient by the Project Manager, without in any way making the Contract void. Such increases, alterations or decreases of Work shall be considered and treated as though originally contracted for, and shall be subject to all the terms, conditions and provisions of the original Contract. The Contractor shall not claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease, alteration or omission of any kind of Work to be done.

2-8 EXTRA WORK

New and unforeseen work will be classified as Extra Work only when the Work is not covered and cannot be paid for under any of the various items or combination of items

for which a Bid price appears on the Bid. The Contractor shall not do any Extra Work except upon written order from the Project Manager.

SECTION 3. CONTROL OF THE WORK

3-1 ASSIGNMENT

Any purported assignment without written consent of TCMHA shall be null, void, and of no effect, and the Contractor shall hold harmless, defend and indemnify TCMHA and its officers, officials, employees, agents and representatives with respect to any claim, demand or action arising from or relating to any unauthorized assignment.

If TCMHA opts to consent to assignment, TCMHA's consent shall be contingent upon: (1) a letter from the Surety agreeing to the assignment and assigning all of the Bonds to the assignee without any reduction, or the assignee supplying all new Bonds in the amounts originally required under the Contract Documents; and (2) the assignee supplying all of the required insurance in the amounts required in the Contract Documents. Until the Surety assigns all of the Bonds or the assignee supplies all of the new Bonds, and until the assignee supplies all of the required insurance, an assignment otherwise consented to in writing by TCMHA shall not be effective. Even if TCMHA consents to assignment, no assignment shall relieve the Contractor of liability under the Contract.

3-5 INSPECTION

The Contractor shall arrange and pay for all off-site inspection of the Work required by any ordinance or governing authorities. The Contractor shall also arrange and pay for other inspections, including tests in connection therewith, as may be assigned or required.

3.7 CONTRACT DOCUMENTS

3-7.1 General

In addition to the requirements under Section 3-7.1 in the Standard Specifications, the Contractor shall maintain a control set of Plans and Specifications on the Project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on the control set to show the as-built conditions. This control set of Plans shall also be edited for all Addenda, Requests for Information, Change Orders, field changes not involving cost, and any other variation that occurred during construction. Upon completion of all Work, the Contractor shall return the control set to the Project Manager. Final payment will not be made until this requirement is met.

Where a work feature is shown on the drawings or identified in the Specifications but is not specifically indicated as an item in the Bid sheets, and there is no ambiguity regarding the requirement to construct, install, or construct and install that work feature, the Contractor is required to complete the work feature. All costs to the Contractor for

constructing, installing, or both constructing and installing such a work feature shall be included in the Bid.

3-7.2 Precedence of the Contract Documents

With regard to Section 3-7.2 in the Standard Specifications, the order of precedence shall be as follows:

1. Permits issued by regulatory agencies with jurisdiction.
2. Change Orders and Supplemental Agreements, whichever occurs last.
3. Contract/Agreement.
4. Addenda.
5. Notice Inviting Bids.
6. Instructions to Bidders.
7. Bid/Proposal.
8. Special Provisions.
9. General Provisions.
10. Plans.
11. Standard Plans.
12. Standard Specifications.
13. Reference Specifications.

3-9 SUBSURFACE DATA

If TCMHA or its consultants have made investigations of subsurface conditions in areas where the Work is to be performed, such investigations shall be deemed made only for the purpose of study and design. If a geotechnical or other report has been prepared for the Project, the Contractor may inspect the records pertaining to such investigations subject to and upon the conditions hereinafter set forth. The inspection of the records shall be made in the office of the Project Manager. It is the Contractor's sole responsibility to determine whether such investigations exist, and the TCMHA makes no affirmative or negative representation concerning the existence of such investigations.

The records of any such investigations are made available solely for the convenience of the Contractor. It is expressly understood and agreed that TCMHA, the Project Manager, their agents, consultants or employees assume no responsibility whatsoever with respect to the sufficiency or accuracy of any investigations, the records thereof, and the interpretations set forth therein. No warranty or guarantee is expressed or implied that the conditions indicated by any such investigations or records are representative of those existing in the Project area. The Contractor agrees to make such independent investigations and examination as necessary to be satisfied of the conditions to be encountered in the performance of the Work.

The Contractor represents that it has studied the Plans, Specifications and other Contract Documents, and all surveys and investigation reports of subsurface and latent physical conditions, has made such additional surveys and investigations as necessary

for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents, and that it has correlated the results of all such data with the requirements of the Contract Documents. No claim of any kind shall be made or allowed for any error, omission or claimed error or omission, in whole or in part, of any geotechnical exploration or any other report or data furnished or not furnished by TCMHA.

3-10 SURVEYING

3-10.1 General

The Contractor shall verify all dimensions on the drawings and shall report to TCMHA any discrepancies before proceeding with related Work. The Contractor shall perform all survey and layout Work per the benchmark information on the Project Plans. All surveying Work must conform to the Professional Land Surveyors' Act (Business and Professions Code Section 8700 *et seq*). All Project surveying notes and "cut-sheets" are to be provided to TCMHA after the completion of each surveying activity and all final surveying notes shall be provided before final payment to the Contractor.

Construction stakes shall be set and stationed by Contractor at its expense. Unless otherwise indicated in the Special Provisions, surveying costs shall be included in the price of items bid. No separate payment will be made. Re-staking and replacement of construction survey markers damaged as a result of the Work, vandalism, or accident shall be at the Contractor's expense.

3-11 CONTRACT INFORMATION SIGNS

The names, addresses and specialties of the Contractor, Subcontractors, architects or engineers may not be displayed on any signage within the public right-of-way. This signage prohibition includes advertising banners hung from truck beds or other equipment.

3-12 WORKSITE MAINTENANCE

3-12.1 General.

Clean-up shall be done as Work progresses at the end of each day and thoroughly before weekends. The Contractor shall not allow the Work site to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition throughout the construction operation. Materials which need to be disposed shall not be stored at the Project site, but shall be removed by the end of each Working Day. If the job site is not cleaned to the satisfaction of the Project Manager, the cleaning will be done or contracted by TCMHA and shall be back-charged to the Contractor and deducted from the Contract Price.

The Contractor shall promptly remove from the vicinity of the completed Work, all rubbish, debris, unused materials, concrete forms, construction equipment, and temporary structures and facilities used during construction. Final acceptance of the

Work by TCMHA will be withheld until the Contractor has satisfactorily complied with the foregoing requirements for final clean-up of the Project site.

3.12.4 Storage of Equipment and Materials.

3-12.4.1 General

The Contractor shall make arrangements for storing its equipment and materials. The Contractor shall make its own arrangements for any necessary off-site storage or shop areas necessary for the proper execution of the Work. Approved areas within Work site may be used for temporary storage; however, the Contractor shall be responsible for obtaining any and all necessary municipal permits. In any case, the Contractor's equipment and personal vehicles of the Contractor's employees shall not be parked on the traveled way or on any section where traffic is restricted at any time.

The Contractor shall deliver, handle, and store materials in accordance with the manufacturer's written recommendations and by methods and means that will prevent damage, deterioration, and loss including theft. Delivery schedules shall be controlled to minimize long-term storage of products at the Project site and overcrowding of construction spaces. In particular, the Contractor shall provide delivery and installation coordination to ensure minimum holding or storage times for materials recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other sources of loss.

Storage shall be arranged to provide access for inspection. The Contractor shall periodically inspect to assure materials are undamaged and are maintained under required conditions.

All costs associated with the clean-up and storage required to complete the Project shall be the sole responsibility of the Contractor.

3-12.4.2 Storage in Public Streets

The first sentence of Section 3-12.4.2 shall not be incorporated and shall instead be replaced with the following:

Construction materials and equipment shall not be stored in Streets, roads, or highways unless otherwise specified in the Special Provisions or approved by the Project Manager.

3-13 COMPLETION, ACCEPTANCE, AND WARRANTY

3-13.1 Completion.

The Contractor shall complete all Work under the Contract within _____ (____) Working Days from the Notice to Proceed.

3-13.2 Acceptance

The Project will not be considered complete and ready for Governing Board direction to staff regarding recordation of the Notice of Completion until all required Work is completed, the Work site is cleaned up in accordance with Section 3-12 of Part 1 of the Standard Specifications and the Special Provisions, and all of the following items have been received by the Project Manager:

1. A form of Notice of Completion, with all information required by the California Civil Code;
2. All written guarantees and warranties;
3. Evidence that the Performance Bond has been extended and will remain in effect for the period specified in Section 1-7.2 of the Standard Specifications, as modified by these General Provisions;
4. All "as-builts";
5. Duplicate copies of all operating instructions and manufacturer's operating catalogs and data, together with such field instructions as necessary to fully instruct TCMHA personnel in correct operation and maintenance procedures for all equipment installed listed under the electrical, air conditioning, heating, ventilating and other trades. This data and instructions shall be furnished for all equipment requiring periodic adjustments, maintenance or other operation procedures.

The Contractor shall allow at least seven (7) Working Days' notice for final inspection. Such notice shall be submitted to the Project Manager in writing.

3-13.3 Warranty

For the purposes of the calculation of the start of the warranty period, the Work shall be deemed to be completed upon the date of recordation of the Notice of Completion. If that direction is contingent on the completion of any items remaining on a punchlist, the Work shall be deemed to be completed upon the date of the Project Manager's acceptance of the final item(s) on that punchlist.

The Contractor shall repair or replace defective materials and workmanship as required in this Section 3-13.3 at its own expense. Additionally, the Contractor agrees to defend, indemnify and hold TCMHA harmless from claims of any kind arising from damage, injury or death due to such defects.

The parties agree that no certificate given shall be conclusive evidence of the faithful performance of the Contract, either in whole or in part, and that no payment shall be construed to be in acceptance of any defective Work or improper materials. Further, the certificate or final payment shall not terminate the Contractor's obligations under the warranty herein. The Contractor agrees that payment of the amount due under the

Contract and the adjustments and payments due for any Work done in accordance with any alterations of the same, shall release TCMHA, the TCMHA Governing Board and its officers and employees from any and all claims or liability on account of Work performed under the Contract or any alteration thereof.

SECTION 4. CONTROL OF MATERIALS

4-1 GENERAL

The Contractor and all Subcontractors, suppliers, and vendors shall guarantee that the Work will meet all requirements of this Contract as to the quality of materials, equipment, and workmanship.

4-4 TESTING

Except as elsewhere specified, TCMHA shall bear the cost of testing materials and workmanship that meet or exceed the requirements indicated in the Standard Specifications and the Special Provisions. The cost of all other tests, including the retesting of material or workmanship that fails to pass the first test, shall be borne by the Contractor.

4-6 TRADE NAMES

If the Contractor requests to substitute an equivalent item for a brand or trade name item, the burden of proof as to the comparative quality and suitability of alternative equipment or articles or materials shall be upon the Contractor, and the Contractor shall furnish, at its own expense, all information necessary or related thereto as required by the Project Manager. All requests for substitution shall be submitted, together with all documentation necessary for the Project Manager to determine equivalence, no later than TEN (10) Days after the award of Contract, unless a different deadline is listed in the Special Provisions.

SECTION 5. LEGAL RELATIONS AND RESPONSIBILITIES

5-3 LABOR

5-3.1 Public Work

The Contractor acknowledges that the Project is a “public work” as defined in Labor Code Section 1720 *et seq.* (“Chapter 1”), and that this Project is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations (“DIR”) implementing such statutes. The Contractor shall perform all Work on the Project as a public work. The Contractor shall comply with and be bound by all the terms, rules and regulations described in (a) and (b) as though set forth in full herein.

5-3.2 Copies of Wage Rates

Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Project are on file at the TCMHA Administrative Offices and will be made available to any interested party on request. By initiating any Work, the Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and the Contractor shall post such rates at each job site covered by these Contract Documents.

The Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty paid to TCMHA, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to these Contract Documents by the Contractor or by any Subcontractor.

5-3.3 Payroll Records

The Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires the Contractor and each Subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform TCMHA of the location of the records. The Contractor has ten (10) days in which to comply subsequent to receipt of a written notice requesting these records, or as a penalty to TCMHA, the Contractor shall forfeit one hundred dollars (\$100) for each Day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

The Contractor and each Subcontractor shall comply with and be bound by the provisions of Labor Code Section 1771.4(a)(3), which requires that each Contractor and each Subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner at least monthly, in a format prescribed by the Labor Commissioner.

5-3.4 Hours of Labor

The Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. The Contractor shall comply with and be bound by Labor Code Section 1810. The Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty paid to TCMHA, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Project by the Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code.

Pursuant to Labor Code Section 1815, work performed by employees of the Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work 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.

5-3.5 Apprentices

The Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. The Contractor shall be responsible for compliance with these Sections for all apprenticeable occupations. Before commencing Work on this Project, the Contractor shall provide the TCMHA with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) Days after concluding Work, Contractor and each of its Subcontractors shall submit to TCMHA a verified statement of the journeyman and apprentice hours performed under this Contract.

5-3.6 Debarment or Suspension

The Contractor shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or State law providing for the debarment of contractors from public works. The Contractor and Subcontractors shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or any other federal or State law providing for the debarment of contractors from public works. If the Contractor or any Subcontractor becomes debarred or suspended during the duration of the Project, the Contractor shall immediately notify TCMHA.

5-3.7 Registration with the DIR

In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5.

5-3.8 Compliance Monitoring and Posting Job Sites

This Project is subject to compliance monitoring and enforcement by the DIR. The Contractor shall post job site notices, as prescribed by regulation.

5-3.9 Subcontractors

For every Subcontractor who will perform Work on the Project, the Contractor shall be responsible for such Subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and the Contractor shall include in the written Contract between it and each Subcontractor a copy of the provisions in this Section 5-3 of the General Provisions and a requirement that each Subcontractor shall comply with those

provisions. The Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure Subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the Subcontractor and upon becoming aware of the failure of the Subcontractor to pay its workers the specified prevailing rate of wages. The Contractor shall diligently take corrective action to halt or rectify any failure.

5-3.10 Prevailing Wage Indemnity

To the maximum extent permitted by law, the Contractor shall indemnify, hold harmless and defend (at the Contractor's expense with counsel reasonably acceptable to TCMHA) TCMHA, its officials, officers, employees, agents and independent contractors serving in the role of TCMHA officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed in Section 5-3 of the General Provisions by any Person (including the Contractor, its Subcontractors, and each of their officials, officers, employees and agents) in connection with any Work undertaken or in connection with the Contract Documents, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of the Contractor under this Section 5-3.10 shall survive expiration or termination of the Contract.

5-4 INSURANCE

5-4.1 General

The first paragraph of Section 5-4.1 of Part 1 of the Standard Specifications shall not be incorporated and shall instead be replaced with the following:

The Contractor shall provide and maintain insurance naming TCMHA, its appointed officials, officers, employees, attorneys, agents, volunteers, and independent contractors in the role of TCMHA officials as insureds or additional insureds regardless of any inconsistent statement in the policy or any subsequent endorsement whether liability is attributable to the Contractor or TCMHA. The insurance provisions shall not be construed to limit the Contractor's indemnity obligations contained in the Contract. TCMHA will not be liable for any accident, loss or damage to the Work prior to completion, except as otherwise specified in Section 6-5.

5-4.2 General Liability Insurance

The Contractor shall at all times during the term of the Contract carry, maintain, and keep in full force and effect the insurance referenced in Section 5-4 of Part 1 of the Standard Specifications, as modified below.

5-4.2.1 Additional Insureds

TCMHA, its elected and appointed officials, officers, employees, attorneys, agents, volunteers, and independent contractors in the role of TCMHA officials, shall be the insured or named as additional insureds covering the Work, regardless of any inconsistent statement in the policy or any subsequent endorsement, whether liability is attributable to the Contractor or TCMHA.

5-4.2.2 No Limitation on Indemnity

The insurance provisions shall not be construed to limit the Contractor's indemnity obligations contained in these Contract Documents.

5-4.2.3 Replacement Insurance

The Contractor agrees that it will not cancel, reduce or otherwise modify the insurance coverage required by this Section 5-4 during the term of the Contract. The Contractor agrees that if it does not keep the required insurance in full force and effect, and such insurance is available at a reasonable cost, TCMHA may take out the necessary insurance and pay the premium thereon, and the repayment thereof shall be deemed an obligation of the Contractor and the cost of such insurance may be deducted, at the option of TCMHA, from payments due the Contractor. This shall be in addition to all other legal options available to TCMHA to enforce the insurance requirements.

5-4.2.4 Certificates of Insurance with Original Endorsements

The Contractor shall submit to TCMHA certificates of insurance with the original endorsements, both of which reference the same policy number, for each of the insurance policies that meet the insurance requirements, not less than one (1) day before beginning of performance under the Contract. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Endorsements must be executed on forms approved by the TCMHA. The endorsements must specifically name the Tri-City Mental Health Authority and its elected and appointed officials, officers, employees, attorneys, agents, volunteers, and independent contractors in the role of TCMHA officials as insureds or additional insureds. Current insurance certificates and endorsements shall be kept on file with TCMHA at all times during the term of this Contract. TCMHA reserves the right to require complete, certified copies of all required insurance policies at any time.

5-4.2.5 Subcontractors

The Contractor shall require each of its Subcontractors that perform services under the Contract to maintain insurance coverage that meets all of the requirements of this Section 5-4.

5-4.5 Insurance Requirements not Limiting

If the Contractor maintains broader coverage and/or higher limits than the minimums required in this Section 5-4, TCMHA requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to TCMHA. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of the Contractor under this Contract.

5.7 SAFETY

5-7.8 Steel Plate Covers

5-7.8.1 General

The Contractor shall cover all openings, trenches and excavations at the end of each Work Day with steel plate covers.

Section 5-8 is hereby added to Section 5 of Part 1 of the Standard Specifications, as follows:

5-8 INDEMNIFICATION

The following indemnity provisions shall supersede the indemnity in Section 5-4.1 of the Standard Specifications.

5-8.1 Contractor's Duty.

To the fullest extent permitted by law, the Contractor shall, at its sole cost and expense, defend, hold harmless and indemnify TCMHA and its elected officials, officers, attorneys, agents, employees, volunteers, successors, assigns and those TCMHA agents serving as independent contractors in the role of TCMHA officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, stop payment notices, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of the Contractor, its officers, agents, servants, employees, Subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual for whom the Contractor bears legal liability) in the performance of the Contract, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by court decision or by the agreement of the Parties. The Contractor shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection

with such defense. The Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith. TCMHA shall not be liable for any accident, loss, or damage to the Work prior to completion, except as otherwise specified in Section 6-5.

5-8.1.1 Taxes and Workers' Compensation.

The Contractor shall pay all required taxes on amounts paid to the Contractor under the Contract, and indemnify and hold TCMHA harmless from any and all taxes, assessments, penalties, and interest asserted against TCMHA by reason of the independent contractor relationship created by the Contract. The Contractor shall fully comply with the Workers' Compensation law regarding the Contractor and the Contractor's employees. The Contractor shall indemnify and hold TCMHA harmless from any failure of the Contractor to comply with applicable Workers' Compensation laws. TCMHA may offset against the amount of any fees due to the Contractor under the Contract any amount due to TCMHA from the Contractor as a result of the Contractor's failure to promptly pay to TCMHA any reimbursement or indemnification arising under this Subsection 5-8.1.1.

5-8.1.2 Subcontractor Indemnity Agreements.

The Contractor shall obtain executed indemnity agreements with provisions identical to those in this Section 5-8 from each and every Subcontractor or any other person or entity involved by, for, with or on behalf of the Contractor in the performance of the Contract. If the Contractor fails to obtain such indemnity obligations, the Contractor shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of the Contractor's Subcontractor, its officers, agents, servants, employees, Subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual for whom the Contractor's Subcontractor bears legal liability) in the performance of the Contract, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final court decision or by the agreement of the Parties.

5-8.2 Workers' Compensation Acts not Limiting.

The Contractor's indemnifications and obligations under this Section 5-8, or any other provision of the Contract, shall not be limited by the provisions of any Workers' Compensation act or similar act. The Contractor expressly waives its statutory immunity under such statutes or laws as to TCMHA, its officers, agents, employees and volunteers.

5-8.3 Insurance Requirements not Limiting.

TCMHA does not, and shall not, waive any rights that it may possess against the Contractor because of the acceptance by TCMHA, or the deposit with TCMHA, of any

insurance policy or certificate required pursuant to the Contract. The indemnities in this Section 5-8 shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against TCMHA.

5-8.4 Civil Code Exception.

Nothing in this Section 5-8 shall be construed to encompass Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Contract is subject to Civil Code Section 2782(a) or TCMHA's active negligence to the limited extent that the underlying Contract Documents are subject to Civil Code Section 2782(b), provided such sole negligence, willful misconduct or active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction.

5-8.5 Nonwaiver of Rights.

Indemnitees do not and shall not waive any rights that they may possess against the Contractor because the acceptance by TCMHA or the deposit with TCMHA, of any insurance policy or certificate required pursuant to these Contract Documents. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence.

5-8.6 Waiver of Right of Subrogation.

The Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all Claims arising out of or incident to the activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent or subsequent active or passive negligence by Indemnitees.

5-8.7 Survival of Terms.

The Contractor's indemnifications and obligations under this Section 5-8 shall survive the expiration or termination of the Contract, are intended to be as broad and inclusive as is permitted by the law of the State, and are in addition to any other rights or remedies that Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Contractor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision.

SECTION 6. PROSECUTION AND PROGRESS OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK

6-1.1 Construction Schedule

One (1) week before the scheduled pre-construction meeting, the Contractor must submit to the Project Manager for review and approval the construction schedule required by the first paragraph of Section 6-1.1. The Contractor shall make revisions as required by the Project Manager. The schedule must account for all subcontract work, as well as the work of the Contractor, submittals, coordination with the other contractors performing concurrent work and the Traffic Control Plan. The Contractor shall update this Construction Schedule when directed by the Project Manager, or when:

- a. A Change Order significantly affects the Contract completion date or the sequence of construction approach or activities; or
- b. The actual sequence of the Work, or the planned sequence of the Work, is changed and does not conform to the Contractor's current accepted Project construction schedule.

The Contractor shall submit an updated construction schedule with its monthly invoice every month. Progress payments shall be contingent upon the receipt of monthly updated construction schedules.

6-1.1.1 Pre-Construction Conference

Approximately SEVEN (7) Days before the commencement of Work at the site, a pre-construction conference will be held at TCMHA and shall be attended by the Contractor's Project manager, its on-site field superintendent, and any Subcontractors that the Contractor deems appropriate. Attendance by the Contractor and any Subcontractors designated is mandatory.

Contractor shall submit its twenty-four (24) hour emergency telephone numbers to the Project Manager for approval a minimum of two (2) Working Days before the pre-construction conference. Unless previously submitted to the Project Manager, the Contractor shall bring to the pre-construction conference copies of each of the following:

- 1) Construction Schedule.
- 2) Procurement schedule of major equipment and materials and items requiring long lead time.
- 3) Shop drawing/sample submittal schedule.
- 4) Preliminary schedule of values (lump sum price breakdown) for progress payment purposes.
- 5) Written designation of the on-site field superintendent and the Project manager. Both daytime and emergency telephone numbers shall be included in the written designation.

The purpose of the conference is to designate responsible personnel and establish a working relationship. The parties will discuss matters requiring coordination and establish procedures for handling such matters. The complete agenda will be furnished to the Contractor before the meeting date. The Contractor shall be prepared to discuss all of the items listed below.

- 1) The Contractor's construction schedule.
- 2) Notification of local residents before starting any Work and keeping them informed throughout the Project.
- 3) Procedures for transmittal, review, and distribution of the Contractor's submittals.
- 4) Processing applications for payment.
- 5) Maintaining record documents.
- 6) Critical Work sequencing.
- 7) Maintaining sewage service during construction, including proposed by-passes.
- 8) NPDES requirements, if any.
- 9) Field decisions and Change Orders.
- 10) Use of Project site, office and storage areas, security, housekeeping, and TCMHA's needs.
- 11) Major equipment deliveries and priorities.
- 12) Traffic control.
- 13) Any other item that TCMHA representative states is relevant to the meeting.

6-1.1.2 Weekly Progress Meetings

Progress meetings will be held each week during the course of the Project. The meeting location, day of the week and time of day will be mutually agreed to by TCMHA and the Contractor. The Contractor shall provide a two (2) week "look ahead" schedule for each meeting. The construction manager will preside at these meetings and will prepare the meeting agenda, meeting minutes and will distribute minutes to all persons in attendance. As the Work progresses, if it is determined by agreement of the attendees, that weekly meetings are not necessary, the weekly progress meetings may be changed to bi-weekly progress meetings.

6-1.2 Commencement of the Work

The Contractor shall not begin any construction activity at the site before the issuance of the Notice to Proceed. Any Work that is done by the Contractor in advance of the Notice to Proceed shall be considered as being done at the Contractor's own risk and responsibility, and as a consequence will be subject to rejection.

Section 6-1.3 is hereby added to Section 6 of Part 1 of the Standard Specifications, as follows:

6-1.3 Working Days And Hours

The Contractor shall do all Work between the hours of 7 a.m. to 5 p.m., Monday through Friday. No Work will be allowed on Weekends, After-hours or TCMHA holidays, which are as follows: standard Federal holidays. Without scheduling with TCMHA.

A permit may have other hours or Days for the Contractor to do the Work, and those hours and Days shall supersede any hours and Days written in this Section.

Whenever the Contractor is permitted or directed to perform night Work or to vary the period during which Work is performed during the Working Day, the Contractor shall give twelve (12) hours' notice to the Project Manager so that inspection may be provided. A charge may be made to the Contractor for approved overtime or weekend inspections requested by the Contractor.

6-4 DELAYS AND EXTENSIONS OF TIME

6-4.1 General.

Unless otherwise agreed in writing, an adjustment to the Contract time by reason of a Change Order shall be agreed to at the time the Change Order is issued and accepted by Contractor. If the Change Order does not reserve the right of the parties, or either of them, to seek an adjustment to the Contract time, then the parties forever relinquish and waive such right and there shall be no further adjustments to the Contract time.

No extension of time will be granted for any event, including pandemics, leading to the issuance of a "stay at home" or similar kind of order by any local, State, or federal governmental authority, if the Work has been deemed, either by emergency order or proclamation, or operation of law, to be an essential service that is exempt from such stay at home or similar order.

6-4.2 Extensions of Time

In the event it is deemed appropriate by TCMHA to extend the time for completion of the Work, any such extension shall not release any guarantee for the Work required by the Contract Documents, nor shall any such extension of time relieve or release the Sureties on the Bonds executed. In executing such Bonds, the Sureties shall be deemed to have expressly agreed to any such extensions of time. The amount of time allowed by an extension of time shall be limited to the period of the delay giving rise to the same as determined by TCMHA. Notwithstanding any dispute which may arise in connection with a claim for adjustment of the Contract time, the Contractor shall promptly proceed with the Work.

6-4.3 Payment for Delays

Notwithstanding any other terms and conditions of the Contract Documents, TCMHA shall have no obligation whatsoever to increase the Contract Price or extend the time for delays.

Unless compensation and/or markup is agreed upon by TCMHA, the Contractor agrees that no payment of compensation of any kind shall be made to the Contractor for damages or increased overhead costs caused by any delays in the progress of the Contract, whether such delays are avoidable or unavoidable or caused by any act or omission of TCMHA or its agents. Any accepted delay claim shall be fully compensated for by an extension of time to complete the performance of the Work.

This Section shall not apply to compensable delays caused solely by TCMHA. If a compensable delay is caused solely by TCMHA, the Contractor shall be entitled to a Change Order that: (1) extends the time for completion of the Contract by the amount of delay caused by TCMHA; and (2) provides equitable adjustment, as determined by TCMHA, to the Contractor.

6-8 TERMINATION OF THE CONTRACT FOR CONVENIENCE

The following sentence is added to Section 6-8:

In no event (including termination for impossibility or impracticability, due to conditions or events beyond the control of TCMHA, for any other reason or for no reason) shall the total amount of money to Contractor exceed the amount which would have been paid to Contractor for the full performance of the services described in the Contract.

6-9 LIQUIDATED DAMAGES

For the purposes of the calculation of the start of the liquidated damages, the Work shall be deemed to be completed when the same has been completed in accordance with the Plans and Specifications therefor and to the satisfaction of the Project Manager, and the Project Manager has certified such completion in accordance with Section 3-13.1 of Part 1 of the Standard Specifications.

SECTION 7. MEASUREMENT AND PAYMENT

7.3 PAYMENT

7.3.1 General

The unit and lump sum prices to be paid shall constitute full compensation for all labor, equipment, materials, tools and incidentals required to complete the Project as outlined in these Contract Documents and as directed by the Project Manager. In accordance with Public Contract Code Section 7107, if no claims have been filed and are still pending, the amount deducted from the final estimate and retained by TCMHA will be paid to the Contractor except such amounts as are required by law to be withheld by

properly executed and filed notices to stop payment, or as may be withheld for any other lawful purposes.

7-3.2 Partial and Final Payment

7-3.2.1 Monthly Closure Date and Invoice Date

For purposes of Section 7-3.2, the monthly closure date shall be the last Day of each month. A measurement of Work performed and a progress estimate of the value thereof based on the Contract and of the monthly payment shall be prepared by the Contractor and submitted to the Project Manager before the tenth (10th) Day of the following month for verification and payment consideration.

7-3.2.2 Payments

TCMHA shall make payments within thirty (30) Days after receipt of the Contractor's undisputed and properly submitted payment request, including an updated construction schedule pursuant to Section 6-1.1 of the General Provisions. TCMHA shall return to the Contractor any payment request determined not to be a proper payment request as soon as practicable, but not later than seven (7) Days after receipt, and shall explain in writing the reasons why the payment request is not proper.

7-3.2.3 Retention

TCMHA shall withhold not less than five percent (5%) from each progress payment. However, at any time after fifty percent (50%) of the Work has been completed, if the TCMHA Governing Board finds that satisfactory progress is being made, it may, at its discretion, make any of the remaining progress payments in full for actual Work completed. TCMHA shall withhold not less than five percent (5%) of the Contract Price from the Final Payment Amount (defined in Section 7-3.2.4) until at least thirty-five (35) days after recordation of the Notice of Completion, or recordation of a notice of acceptance or cessation, but not later than the period permitted by Public Contract Code Section 7107.

7-3.2.4 Final Invoice and Payment

Whenever the Contractor shall have completely performed the Contract in the opinion of the Project Manager, the Project Manager shall notify the JPA Administrator/Clerk that the Contract has been completed in its entirety. The Contractor shall then submit to the Project Manager a written statement of the final quantities of Contract items for inclusion in the final invoice. Upon receipt of such statement, the Project Manager shall check the quantities included therein and shall authorize a payment amount, which in the Project Manager's opinion shall be just and fair, covering the value of the total amount of Work done by the Contractor, less all previous payments and all amounts to be retained under the provisions of the Contract Documents ("Final Payment Amount"). The Project Manager shall then request that TCMHA accept the Work and that the JPA Administrator/Clerk be authorized to file, on behalf of TCMHA in the office of the County Recorder, a Notice of Completion of the Work herein agreed to be done by the

Contractor. In addition, the final payment will not be released until the Contractor returns the control set of Plans and Specifications showing the redlined as-built conditions.

7-3.2.5 Substitute Security

In accordance with Public Contract Code Section 22300, the Contractor may request that it be permitted to substitute securities in lieu of having retention withheld by TCMHA from progress payments when such payments become due or, in the alternative, the Contractor may request that TCMHA make payments of earned retentions directly to an agreed upon designated escrow agent at the Contractor's expense. If the Contractor selects either one of these alternatives, the following shall control.

7.3.2.5.1 Substitution of Securities for Performance Retention

At some reasonable time before any progress payment would otherwise be due and payable to the Contractor in the performance of Work under these Contract Documents, the Contractor may submit a request to TCMHA in writing to permit the substitution of retentions with securities equivalent to the amount estimated by TCMHA ("estimated amount of retention") to be withheld. The Contractor shall deposit such securities with TCMHA or may, in the alternative, deposit such securities in escrow with a State or federally chartered bank in California, as the escrow agent, at the Contractor's expense. Such securities will be the equivalent or greater in value of the estimated amount of retention. If the Contract is modified by written Modifications or Change Orders or the Contractor otherwise becomes entitled to receive an amount more than the Contract Price at the time the securities are deposited, the Contractor shall, at the request of TCMHA, deposit with TCMHA or escrow agent, whichever is applicable, additional securities within a reasonable time so that the amount of securities on deposit with TCMHA or escrow agent is equivalent or greater in value than the amount of retention TCMHA would otherwise be entitled to withhold from progress payments due or to become due to the Contractor as the Work progresses. TCMHA shall withhold any retention amount that exceeds the security amount until the additional securities are deposited and, if the deposit is with an escrow agent, TCMHA has confirmation from that escrow agent of the new total value of securities. Upon satisfactory completion of the Contract, which shall mean, among other things, that TCMHA is not otherwise entitled to retain proceeds from progress payments as elsewhere provided in the Contract or under applicable law, the securities shall be returned to the Contractor. TCMHA shall, within its sole discretion, determine whether the amount of the securities on deposit with TCMHA or escrow agent is equal to or greater than the amount of estimated retention of progress payments that could otherwise be held by TCMHA if the Contractor had not elected to substitute same with securities.

7-3.2.5.2 Deposit of Retention Proceeds with an Escrow Agent

As an alternative to the substitution of securities, as provided above, or TCMHA otherwise retaining and holding retention proceeds from progress payments, the Contractor may request TCMHA to make payments of retentions earned directly to an

escrow agent with the same qualifications as required in Section 7-3.2.5.1 above and at the expense of the Contractor. At its sole expense, the Contractor may direct the investment of such retention payments into only such securities as mentioned in Section 7-3.2.5.4 below and shall be entitled to interest earned on such investments on the same terms provided for securities deposited by the Contractor. Upon satisfactory completion of the Contract, which shall mean when TCMHA would not otherwise be entitled to withhold retention proceeds from progress payments had the Contractor not elected to have such proceeds deposited into escrow, the Contractor shall be allowed to receive from the escrow agent all securities, interest and payments deposited into escrow pursuant to the terms of this Section. The Contractor shall pay to each Subcontractor, not later than ten (10) Days of receipt of payment, the respective amount of interest earned, net of costs attributed to retention withheld from each Subcontractor, on the amount withheld to ensure performance of the Contractor.

7-3.2.5.3 Subcontractor Entitlement to Interest

If the Contractor elects to receive interest on any moneys withheld in retention by TCMHA, then the Subcontractor shall receive the identical rate of interest received by the Contractor on any retention moneys withheld from the Subcontractor by the Contractor, less any actual pro rata costs associated with administering and calculating that interest. In the event that the interest rate is a fluctuating rate, the rate for the Subcontractor shall be determined by calculating the interest rate paid during the time that retentions were withheld from the Subcontractor. If the Contractor elects to substitute securities in lieu of retention, then, by mutual consent of the Contractor and the Subcontractor, the Subcontractor may substitute securities in exchange for the release of moneys held in retention by the Contractor. The Contractor shall pay each Subcontractor, not later than ten (10) Days after receipt of escrow moneys, the amount owed to each Subcontractor from the moneys plus the respective amount of interest earned, net of costs attributed to the retention held from each Subcontractor, on the amount of retention withheld to ensure performance of the Subcontractor.

7-3.2.5.4 Securities Eligible for Investment

Securities eligible for investment shall include those listed in Government Code Section 16430, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed upon between the Contractor and TCMHA. The Contractor shall be the beneficial owner of any securities substituted for any monies withheld and shall receive any interest thereon.

7-3.2.5.5 Escrow Agreement for Security Deposits in Lieu of Retention

The escrow agreement that shall be used for the deposit of securities in lieu of retention shall substantially conform to the form prescribed in Public Contract Code Section 22300(f).

7-3.2.5.6 Inconsistencies with Prevailing Statutory Requirements

If there is any inconsistency between or differences in Public Contract Code Section 22300 and the terms of this provision, or any future amendments thereto, Section 22300 shall control.

Section 7-3.9 is hereby added to Section 7-3 of Part 1 of the Standard Specifications, as follows:

7-3.9 AUDIT

TCMHA or its representative shall have the option of inspecting and/or auditing all records and other written materials used by the Contractor in preparing its billings to TCMHA as a condition precedent to any payment to the Contractor or in response to a construction claim or a Public Records Act (Government Code Section 6250 *et seq.*) request. The Contractor will promptly furnish documents requested by TCMHA at no cost. Additionally, the Contractor shall be subject to State Auditor examination and audit at the request of TCMHA or as part of any audit of TCMHA, for a period of three (3) years after final payment under the Contract. The Contractor shall include a copy of this Section 7-3.9 in all contracts with its Subcontractors, and the Contractor shall be responsible for immediately obtaining those records or other written material from its Subcontractors upon a request by the State Auditor or TCMHA. If the Project includes other auditing requirements, those additional requirements will be listed in the Special Provisions.

SECTION 8 FACILITIES FOR AGENCY PERSONNEL

8-1 General

No field offices TCMHA personnel shall be required; however, TCMHA personnel shall have the right to enter upon the Project at all times and shall be admitted to the offices of the Contractor to use the telephone, desk and sanitary facilities provided by the Contractor for its own personnel.

Section 9 is hereby added to Part 1 of the Standard Specifications, as follows:

SECTION 9. ADDITIONAL TERMS

9-1 NONDISCRIMINATORY EMPLOYMENT

The Contractor shall not unlawfully discriminate against any individual based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation or military and veteran status. The Contractor understands and agrees that it is bound by and will comply with the nondiscrimination mandates of all statutes and local ordinances and regulations.

9-3 CONTRACTOR'S RESPONSIBILITY FOR WORK

Until the final acceptance of the Work by the TCMHA Governing Board in accordance with Section 3-13.2 of the General Provisions, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part of the Work by the action of the elements, criminal acts, or any other cause. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the Work occasioned by any cause before its completion and acceptance and shall bear the expense thereof, except for such injuries or damages arising from the sole negligence or willful misconduct of TCMHA, its officers, agents or employees. In the case of suspension of Work from any cause whatever, the Contractor shall be responsible for all materials and the protection of Work already completed, shall properly store and protect them if necessary, and shall provide suitable drainage and erect temporary structures where necessary.

9-4 PROCEDURE IN CASE OF DAMAGE TO PUBLIC PROPERTY

Any portions of curb, gutter, sidewalk or any other public improvement damaged by the Contractor during the course of construction shall be replaced by the Contractor at its own cost. The Contractor is responsible for any damage to any public improvement caused by the Contractor during the course of construction and must notify the proper municipal agency of any damage that may occur to such public improvements.

9-5 REMOVAL OF INTERFERING OBSTRUCTIONS

The Contractor shall remove and dispose of all debris, abandoned structures, tree roots and obstructions of any character encountered during the process of excavation. It is understood that the cost of any such removals are made a part of the unit price bid by the Contractor under the item for excavation or removal of existing Work.

9-6 SOILS ENGINEERING AND TESTING

A certified materials testing firm may be retained by TCMHA to perform materials tests during the Contractor's entire operation to ascertain compliance with the Contract requirements. TCMHA shall be responsible for the first series of tests. If the initial tests do not meet the Contract requirements, the Contractor shall bear the cost of all subsequent tests.

If TCMHA requires other tests or more specific requirements for testing regarding this Project, those details will be included in the Special Provisions.

9-7 ACCESS TO PRIVATE PROPERTY

Unless otherwise stated in the Special Provisions, the Contractor shall be responsible for all fees and costs associated with securing permission to access private property for any portion of the Project.

9-9 CLAIM DISPUTE RESOLUTION

In the event of any dispute or controversy with TCMHA over any matter whatsoever, the Contractor shall not cause any delay or cessation in or of Work, but shall proceed with the performance of the Work in dispute. The Contractor shall retain any and all rights provided that pertain to the resolution of disputes and protests between the parties. The disputed Work will be categorized as an “unresolved dispute” and payment, if any, shall be as later determined by mutual agreement or a court of law. The Contractor shall keep accurate, detailed records of all disputed Work, claims and other disputed matters.

All claims arising out of or related to the Contract Documents or this Project, and the consideration and payment of such claims, are subject to Public Contract Code Section 9204 and Public Contract Code Section 20104 et seq. (Article 1.5), where applicable. This Contract hereby incorporates those provisions as though fully set forth herein. For purposes of this Section, “claim” means a separate demand by the Contractor sent by registered mail or certified mail with return receipt requested, for (i) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by TCMHA, (ii) payment by TCMHA of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract Documents, payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled, or (iii) payment of an amount that is disputed by TCMHA. The Contractor or any Subcontractor must file a claim in accordance with Section 9204 and Article 1.5 (if applicable), and must then adhere to Section 9204 and Article 1.5 (as applicable)

In addition to compliance with Public Contract Code Section 9204 and Article 1.5, filing a claim in accordance with the Government Claims Act (Government Code Section 810 et seq.) is a prerequisite to filing any lawsuit against TCMHA relating to this Contract.

9-10 THIRD PARTY CLAIMS

TCMHA shall have full authority to compromise or otherwise settle any claim relating to the Project at any time. TCMHA shall timely notify the Contractor of the receipt of any third-party claim relating to the Project. TCMHA shall be entitled to recover its reasonable costs incurred in providing this notice.

9-11 COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable federal, State and local laws, ordinances, codes and regulations in force at the time the Contractor performs pursuant to the Contract Documents.

9-12 REQUIREMENT TO MITIGATE THE SPREAD OF COVID-19. The Contractor and all subcontractors for the Work shall comply with all applicable Federal, State, Los Angeles County (as applicable), and City statutes, regulations, orders, and ordinances regarding COVID-19 Infection Prevention.

Prior to the pre-construction meeting, the Contractor shall submit to TCMHA a “COVID-19 Mitigation Program” implementing these requirements and shall post the COVID-19 Mitigation Program on the project site in a manner designated by the City’s Project Manager. The failure of employees or workers of the Contractor and all subcontractors on the Work to comply with these requirements shall be a default per Section 6-7.1, and may also result in a suspension of the Work pursuant to Section 6-6. Contractor acknowledges that, in the event that the Engineer suspends the Work as a result of such failure by Contractor or one of its subcontractors to comply with these requirements, TCMHA is not responsible for the delay, and that pursuant to Section 6-6.1 the Contractor is not entitled to compensation. The Contractor shall also pay to TCMHA the costs and expenses incurred by TCMHA resulting from the failure of employees of the Contractor and all subcontractors on the Work to comply with these requirements including, but not limited to, the salaries and benefits for TCMHA employees who are unable to work due to exposure to COVID-19 as a result of such failure, and workers compensation benefits and expenses. Delays in the Work resulting from Contractor’s or its subcontractor’s failure to comply with these regulations shall not be considered an unforeseen event entitling Contractor to an extension of time or payment for delay pursuant to Section 6-4 of the Standard Specifications.

9-13 CONTRACTOR’S REPRESENTATIONS

By signing the Contract, the Contractor represents, covenants, agrees, and declares under penalty of perjury under the laws of the State of California that: (a) the Contractor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the services in accordance with the terms and conditions set forth in the Contract Documents; (b) there are no obligations, commitments, or impediments of any kind that will limit or prevent its full performance under the Contract Documents; (c) there is no litigation pending against the Contractor that could adversely affect its performance of the Contract, and the Contractor is not the subject of any criminal investigation or proceeding; and (d) to the Contractor’s actual knowledge, neither the Contractor nor its personnel have been convicted of a felony.

9-14 CONFLICTS OF INTEREST

The Contractor agrees not to accept any employment or representation during the term of the Contract or within twelve (12) months after acceptance as defined in Section 3-13.2 of the General Provisions that is or may likely make the Contractor “financially interested,” as provided in Government Code Sections 1090 and 87100, in any decisions made by TCMHA on any matter in connection with which the Contractor has been retained pursuant to the Contract Documents.

9-15 APPLICABLE LAW

The validity, interpretation, and performance of these Contract Documents shall be controlled by and construed under the laws of the State of California, excluding California’s choice of law rules. Venue for any such action relating to the Contract shall be in the Superior Court with geographic jurisdiction over TCMHA.

9-16 TIME

Time is of the essence in these Contract Documents.

9-17 INDEPENDENT CONTRACTOR

The Contractor and Subcontractors shall at all times remain, as to TCMHA, wholly independent contractors. Neither TCMHA nor any of its officials, officers, employees or agents shall have control over the conduct of the Contractor, Subcontractors, or any of their officers, employees, or agents, except as herein set forth, and the Contractor and Subcontractors are free to dispose of all portions of their time and activities that they are not obligated to devote to TCMHA in such a manner and to such Persons that the Contractor or Subcontractors wish except as expressly provided in these Contract Documents. The Contractor and Subcontractors shall have no power to incur any debt, obligation, or liability on behalf of TCMHA, bind TCMHA in any manner, or otherwise act on behalf of TCMHA as agents. The Contractor and Subcontractors shall not, at any time or in any manner, represent that they or any of their agents, servants or employees, are in any manner agents, servants or employees of TCMHA. The Contractor and Subcontractors agree to pay all required taxes on amounts paid to them under the Contract, and to indemnify and hold TCMHA harmless from any and all taxes, assessments, penalties, and interest asserted against TCMHA by reason of the independent contractor relationship created by the Contract Documents. The Contractor shall include this provision in all contracts with all Subcontractors.

9-18 CONSTRUCTION

In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of these Contract Documents shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the Contract Documents or who drafted that portion of the Contract Documents.

9-19 NON-WAIVER OF TERMS, RIGHTS AND REMEDIES

Waiver by either party of any one (1) or more of the conditions of performance under these Contract Documents shall not be a waiver of any other condition of performance under these Contract Documents. In no event shall the making by TCMHA of any payment to the Contractor constitute or be construed as a waiver by TCMHA of any breach of covenant, or any default that may then exist on the part of the Contractor, and the making of any such payment by TCMHA shall in no way impair or prejudice any right or remedy available to TCMHA with regard to such breach or default.

9-20 TERM

The Contract is effective as of the Effective Date listed, and shall remain in full force and effect until the Contractor has fully rendered the services required by the Contract Documents or the Contract has been otherwise terminated by TCMHA. However, some provisions may survive the term listed within this Section, as stated in those provisions.

9-21 NOTICE

Except as otherwise required by law, any notice or other communication authorized or required by these Contract Documents shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during TCMHA's regular business hours or (b) on the third (3rd) business day following deposit in the United States mail, postage prepaid, to the addresses listed on the Contractor's Bid and TCMHA's Administrative Office, or at such other address as one party may notify the other.

9-22 SEVERABILITY

If any term or portion of these Contract Documents is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of these Contract Documents shall continue in full force and effect.

SPECIAL PROVISIONS

The Sections that follow supplement, but do not replace, the corresponding provisions in Part 3 (Construction Methods) and Part 4 (Existing Improvements) of the Standard Specifications, except as otherwise indicated herein. In the event of any conflict between the Standard Specifications and these Special Provisions, these Special Provisions shall control.

SECTION 306 - OPEN TRENCH CONDUIT CONSTRUCTION

306-3.1 GENERAL

Pursuant to Public Contract Code Section 7104, if the project involves trenching more than four (4) feet deep, Contractor shall promptly and before the following conditions are disturbed notify the TCMHA in writing of any:

a. Material that Contractor believes may be material that is hazardous waste, as defined in California Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; and/or

b. Subsurface or latent physical conditions at the site differing from those indicated; and/or

c. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

TCMHA 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. In the event that a dispute arises between TCMHA 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 from 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 protests between the parties.

As required by Labor Code Section 6705 and in addition thereto, whenever work under the Contract that involves an estimated expenditure in excess of twenty-five thousand dollars (\$25,000) for the excavation of any trench or trenches five (5) feet or more in depth, Contractor shall submit for acceptance by TCMHA in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards

established by the Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed by Contractor, and all costs therefor shall be included in the price of the Contract. Nothing in this provision shall be deemed to allow the use of a shoring, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this provision shall be construed to impose tort liability on TCMHA or on any TCMHA officer, agent, consultant, representative, or employee. All plans, processing and shoring costs are Contractor's responsibility and must be included in Contractor's bid.

SECTION 400 - PROTECTION AND RESTORATION

400-1 GENERAL

All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or reestablishing existing improvements shall be included in the Bid.

SECTION 402 - UTILITIES

402-1 LOCATION

Except as shown in the Plans or specified in the Special Provisions, the location and existence of underground utilities or substructures has not been obtained. Subject to Gov't Code Section 4215, the methods used and costs involved to locate existing elements, points of connection and all construction methods are the Contractor's sole responsibility. Accuracy of information furnished, as to existing conditions, is not guaranteed by TCMHA. The Contractor, at its sole expense, must make all investigations necessary to determine locations of existing elements, which may include contacting Underground Service Alert and other private underground locating firm(s), utilizing specialized locating equipment, hand trenching, or both. For every Dig Alert Identification Number issued by Underground Service Alert during the course of the Project, the Contractor must submit to TCMHA the following form. The Contractor shall be responsible for preserving the integrity of the existing underground utilities at the site.

UNDERGROUND SERVICE ALERT IDENTIFICATION NUMBER FORM

No excavation will be permitted until this form is completed and returned to TCMHA.

Government Code Section 4216 *et seq.* requires a Dig Alert Identification Number to be issued before a permit to excavate will be valid.

To obtain a Dig Alert Identification Number, call Underground Service Alert at **811** a minimum of three (3) Working Days before scheduled excavation. For best response, provide as much notice as possible up to ten (10) Working Days.

Dig Alert Identification Number:

Dated: _____

("CONTRACTOR")

By: _____

Printed Name: _____

-

Title: _____

By: _____

Printed Name: _____

-

Title: _____

Note: This form is required for every Dig Alert Identification Number issued by Underground Service during the course of the Work. Additional forms may be obtained from the TCMHA upon request.

402-1.3 Entry by Utility Owners

The right is reserved to the owners of public Utilities or franchises to enter the Project site for the purpose of making repairs or changes in their property that may be necessary as a result of the Work as well as any other reason authorized by TCMHA. When the Contract Documents provide for the Utility owners to alter, relocate or reconstruct a Utility, or when the Contract Documents are silent in this regard and it is determined by the Project Manager that the Utility owners must alter, relocate or reconstruct a Utility, the Contractor shall schedule and allow adequate time for those alterations, relocations or reconstructions by the respective Utility owners. TCMHA employees and agents shall likewise have the right to enter upon the Project site at any time and for any reason or no reason at all.

402-2 PROTECTION

If Contractor damages or breaks the Utilities, it will be the Contractor's responsibility to repair the Utility at no cost to the Utility or TCMHA.

402-3 REMOVAL

Facilities encountered during the prosecution of the Work that are determined to be abandoned shall be removed by the Contractor as required for the Work, unless directed otherwise by the Project Manager. The remaining portion of the existing Utility which is left in place shall be accurately recorded, in elevation and plan, on the control set of Contract Drawings.

402-4 RELOCATION

The Contractor shall cooperate fully with all Utility forces of TCMHA or forces of other public or private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities that interfere with the progress of the Work. The Contractor shall schedule the Work so as to minimize interference with the relocation, altering, or other rearranging of facilities.

402-6 COOPERATION

The Contractor's attention is directed to the fact that Work may be conducted at or adjacent to the site by other contractors during the performance of the Work under this Contract. The Contractor shall conduct its operations so as to cause a minimum of interference with the work of such other contractors, and shall cooperate fully with such contractors to provide continued safe access to their respective portions of the site, as required to perform work under their respective contracts. Compensation for compliance shall be included in the various items of the Work, and no additional compensation shall be allowed therefor.

402-7 NOTIFICATION

The Contractor shall notify the Project Manager and the owners of all Utilities and substructures not less than forty-eight (48) hours before starting construction. The following list of names and telephone numbers is intended for the convenience of the Contractor and is not guaranteed to be complete or accurate:

Agency: _____
Phone Number: _____
Contact Person: _____

Agency: _____
Phone Number: _____
Contact Person: _____

Agency: _____
Phone Number: _____
Contact Person: _____