



**SAN JOAQUIN COUNTY
PURCHASING AND SUPPORT SERVICES
PURCHASING DIVISION**

David M. Louis, C.P.M., CPPO, CPPB
Director

Jon Drake, C.P.M.
Deputy Director

April 1, 2011

TO: ALL PROSPECTIVE BIDDERS
FROM: REQUEST FOR BID NO. **B6732**
ADMINISTRATION BUILDING SOUND MASKING PROJECT

Ladies and Gentlemen:

Enclosed please find an invitation to bid with a bid form, a sample contract and job specification.

Sealed responses are to be received no later than **2:00 PM, Wednesday, May 11, 2011**. Please return your Bid in a sealed envelope with the Bid number and the date and time of bid opening.

Mail or deliver your response by the above date and time to the following address:

**San Joaquin County
Purchasing and Support Services
County Administration Building
44 N. San Joaquin Street, Suite 540
Stockton, CA 95202**

****PRE-BID CONFERENCE****

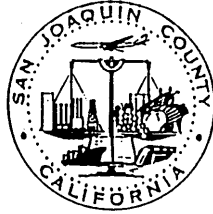
There will be a **mandatory** pre-bid conference at 10:00 AM, Friday, April 15, 2011. The walk through will begin at the **County Administration Building at the above address**. This will be your only opportunity for an on-site visit. Bids will not be accepted from bidders not attending this conference. This will be your only opportunity to visit the site.

If you have any further questions, please contact me at (209) 468-3250.

Sincerely,

Jon Drake
Deputy Director

JD:EA



**BID #6732
ADMINISTRATION BUILDING SOUND MASKING PROJECT**

THIS IS A PUBLIC WORK PROJECT

**COUNTY OF SAN JOAQUIN
44 N. SAN JOAQUIN STREET, SUITE 540
STOCKTON, CA. 95202**

**FOR: FACILITIES MANAGEMENT CAPITAL PROJECTS
BUYER: JON DRAKE
209-468-3250**

**Request for Bid No. B6732
ADMINISTRATION BUILDING SOUND MASKING PROJECT**

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KEY ACTION EVENTS AND DATES

Listed below are the events and dates for this Request for Bid. All dates are predicted on the issue date of the Request for Bid.

| EVENT # | DESCRIPTION | DATE |
|----------------|---|--|
| 1. | Release of Request for Bid | Friday, April 1, 2011 |
| 2. | Mandatory Pre-Bid Conference | Friday, April 15, 2011 at 10:00 AM |
| 3. | Last day for contractors to submit questions (For clarification prior to submitting Bid) | Thursday, April 21, 2011 at 4:00 PM |
| 4. | Last day for County to answer questions | Wednesday, May 4, 2011 |
| 5. | Bid is due no later than 2:00 PM | Wednesday, May 11, 2011 |
| 6. | Award of Contract (Tentative) | Tuesday, June 7, 2011 |

SUBMITTAL OF BIDS

Sealed bids will be received at the Office of the Purchasing Agent, at 44 N. San Joaquin Street, Suite 540, Stockton, CA. 95202-2930, until **2:00 PM, Wednesday, May 11, 2011** and will be publicly opened at that time.

ALL MAILED BIDS SHALL BE ADDRESSED AS FOLLOWS:

**Bid No. B6732
Purchasing Agent
County of San Joaquin
Administration Building
44 N. San Joaquin Street, Suite 540
Stockton, CA 95202-2930**

The envelope shall also have stated therein the name and address of the submitting firm.

HAND DELIVERED COURIER OR PACKAGE DELIVERY SERVICE SHALL BE DELIVERED DIRECTLY TO:

**Purchasing Division
Administration Building
44 N. San Joaquin Street, Suite 540
Stockton, CA 95202-2930**

BIDS WILL NOT BE ACCEPTED THEREAFTER. ALL BIDS RECEIVED AFTER SAID TIME/DATE WILL BE TIME STAMPED AND RETURNED UNOPENED TO THE BIDDER.

THE COUNTY DOES NOT ACCEPT BIDS SUBMITTED BY FAX OR BY EMAIL

IDENTIFICATION SHEET

RESPONDENT TO COMPLETE AND RETURN WITH BID

Type or print the following information:

Company: _____

Address: _____

(City) (State) (Zip)

Name: _____

Title: _____

Telephone: () _____ Fax: () _____

MY BID IS ATTACHED AND IDENTIFIED AS:

Administration Building Sound Masking Project

Years in business: _____

Number of employees: _____

Name of Insurance carriers: _____

Public Liability: _____ Expires: _____

Workers' Compensation: _____ Expires: _____

NOTE: Proof of maintenance of adequate insurance will be required before an award will be made to CONTRACTOR. If not already on file with the Purchasing Office, be sure it accompanies your Bid response.

The undersigned, having carefully read and examined the contract documents, and being familiar with (1) all the conditions applicable to the work for which this bid is submitted; (2) with availability of the required equipment, materials and labor hereby agrees to provide everything necessary to complete the work for which this bid is submitted in accordance with the Bid documents for the amounts quoted herein and further agrees that if this bid is accepted, within five (5) days after the contract is presented for acceptance, will execute, and mail a signed contract to the County of San Joaquin Purchasing Agent.

Signature

Date

REFERENCES

SIMILAR CONTRACTS PERFORMED: List below contracts under which the Contractor has provided similar services during the past three (3) years.

#1

FIRM NAME: _____

ADDRESS: _____

PHONE NO.: _____

CONTACT PERSON: _____

DATE OF CONTRACT: _____ thru _____

#2

FIRM NAME: _____

ADDRESS: _____

PHONE NO.: _____

CONTACT PERSON: _____

DATE OF CONTRACT: _____ thru _____

#3

FIRM NAME: _____

ADDRESS: _____

PHONE NO.: _____

CONTACT PERSON: _____

DATE OF CONTRACT: _____ thru _____

**COST CERTIFICATION AND
BID FORM FOR CONSTRUCTION PROJECTS**

DEPARTMENT OF PURCHASING AND SUPPORT SERVICES

COUNTY OF SAN JOAQUIN
Purchasing Agent
44 N. San Joaquin Street, Suite 540
Stockton, CA 95202-2930

Dear Purchasing Agent:

Having reviewed the contract documents and the site(s) of the work, the undersigned hereby proposes to furnish all work, labor, materials, transportation, equipment and services necessary, **to complete the work**, including State of California and local sales or use taxes, license or permit fees, if any, for the **Administration Building Sound Masking Project, 44 N. San Joaquin Street, Stockton, CA**, for the sum of _____ Dollars(\$ _____).

If awarded the contract, work will commence on the first working day following receipt from the County of the Notice to Proceed. Work to be completed in 50 calendar working days.

Bid pricing shall remain valid for sixty (60) days from Bid opening date.

All bids for construction work shall be presented under SEALED COVER and shall be accompanied by one of the following forms of bidder's security (Public Contract Code 20129).

Enclosed please find a () Cash Deposit; () Cashier's Check, () Certified Check, or () Surety Bid Bond (Check as appropriate) of the _____

(NAME OF SURETY IF BID BOND IS SUBMITTED)

in an amount not to be less than ten percent (10%) of the amount of bid. If the enclosure is a check or bond, it is made payable to the County of San Joaquin.

The undersigned agrees that the enclosed cash deposit, cashier's check, certified or surety bond accompanying this bid, shall be left on deposit with the County Purchasing Agent, that its amount is the measure of the liquidated damages which the County of San Joaquin will sustain by the default of the undersigned through failure to execute and deliver the above agreement and any required bonds within ten (10) calendar days of written notice of the award of the contract and that the money or surety bond so deposited by the Contractor shall be collectible and become the property of the County of San Joaquin in case such default.

**COST CERTIFICATION AND
 BID FORM FOR CONSTRUCTION PROJECTS
 (Continued)**

Listed hereunder is the name(s) of each subcontractor and the address of the mill, shop or office of each subcontractor who will perform work or labor or render service to the undersigned in or about the construction of the work hereinabove described in excess of one-half of one percent of the total bid and the portion of said work which will be done by each subcontractor, if the contract for the said work is awarded to the undersigned. (Attach additional sheet if necessary and note attachment on this page.) (See Government Code Section 4100-4113.)

| <u>Name of Subcontractor</u> | <u>Address</u> | <u>Portion of Work to be Performed</u> |
|------------------------------|----------------|--|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

By submission of a bid, a bidder attest to having possession of a duly issued valid contractor's license issued by the State of California. Such license authorizes a bidder to contract to perform type of work required by the specifications. Should the bidder fail to provide below, the number and classification of bidder's State of California Contractor's License, the Owner may reject this bid.

CONTRACTOR: _____

BY: _____

TITLE: _____

MAILING ADDRESS: _____

 (City)

 (State)

 (Zip)

TELEPHONE NUMBER: _____

STATE OF CALIFORNIA LICENSE NO.: C-7 _____

STATE OF CALIFORNIA LICENSE CLASSIFICATION: _____

 Contractor's Signature

 Date

ATTACHMENT A

PUBLIC CONTRACT CODE SECTION

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire.

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

PUBLIC CONTRACT SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Contractor hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court, which orders the Contractor to comply with an order of the National Labor Relations Board.

BUSINESS AND PROFESSIONS CODE SECTION 7028.15 STATEMENT

In accordance with Business and Professions Code Section 7028.15, the Contract or hereby states that all representations made herein are made under penalty of perjury.

**ATTACHMENT A
(Continued)**

NONCOLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

In accordance with Title 23, United States Code Section 112, and Public Contract Code 7106, the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

NOTE: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

GENERAL REQUIREMENTS

1. **SUBMITTAL OF BIDS:** Sealed bids must be received in the Office of the Purchasing Agent at the San Joaquin County Administration Building, 44 N. San Joaquin Street, Stockton, CA 95202-2930 by **2:00 PM**, on **Wednesday, May 11, 2011**. All bids received after said time and date will be timed-stamped and returned unopened to the submitter. The County will not accept bids submitted by fax.

2. **BASIS FOR SELECTION AND CONDITIONS:**

The responsiveness, competency and responsibility of bidders and of their proposed subcontractors will be considered in making the award of contract. Any bidder before being awarded a contract may be required to furnish evidence satisfactory to the County that bidder and their proposed subcontractors have sufficient means and experience in the type of work called for to assure completion of the contract in a satisfactory manner. The County reserves the right to reject the bid of any bidders as not responsible and not qualified to do the particular work under consideration who have previously failed to perform properly or to complete on time contracts with the County of a nature similar to this project. Other factors that may be considered by the County to determine a responsible bid and the overall capability of the bidder to satisfactorily complete the work under consideration may include, but are not limited to: insufficient experience, experience on other public projects, experience doing the same type of work, length of tenure and capacity with bonding or insurance company, financial stability, and whether a bidder has been terminated on other projects.

A responsive bid is one that meets all terms, conditions, and specifications of the bid. The bid must comply with the content requirements of the bid documents. The bidder must perform and do what the bid documents and contract required and said they must do, whether it be pricing in a certain way, attending a mandatory pre-bid conference, providing bonds, etc. Other examples where a bid might be declared and found to be non-responsive include:

- Bid is substantially incomplete
- Bid is not signed
- Bid is delivered late
- No acknowledgement of critical addenda
- Significant discrepancies appear in the response

A responsive bid conforms to bid specifications. However, a bid which substantially conforms, though not strictly responsive, to a call for bids may be accepted if the variance cannot have affected the amount of the bid or given a bidder an advantage or benefit not allowed other bidders or, in other words, if the variance is inconsequential. The County reserves the right to reject any and all bids or alternatives and waive any informality or irregularity in the bids or in the bidding, and to determine responsiveness and responsibility of bidder, including but not limited to those areas mentioned above.

3. **EXAMINE SPECIFICATIONS:** Bidders shall thoroughly examine and be familiar with the specifications. The failure or omission of any Bidder to receive or examine any form, instrument, addendum or other document or become acquainted with all existing conditions shall in no way relieve any bidder from any obligations with respect to

Bidder's offer or to the contract. The submission of a Request for Bid shall be taken as prima facie evidence of compliance with this section.

Should a Bidder find discrepancies in or omissions from the drawings or other contract document, or should be in doubt as to their meaning, he shall at once notify **Jon Drake, Deputy Director**, who is the Owner's representative. The Owner, San Joaquin County Purchasing Department, will send written instructions to all bidders. Neither Owner nor its representative will be responsible for any oral instructions. No interpretations will be issued later than three (3) calendar days prior to the bid date so that all inquiries can be answered in writing and distributed to all bidders in the form of addendum to the contract in ample time before the bid opening date.

4. **SPECIFICATION CHANGES:** The County may, during the Request for Bid period, advise the Bidder in writing of any additions, omissions or alterations in the specifications. All such changes shall be included in the Request for Bid and become part of the specifications as if originally submitted.
5. **AMENDMENTS:** No one is authorized to amend any of the Request for Bid requirements in any respect, by an oral statement, or to make any representation or interpretation in conflict with the provisions herein. If necessary, supplementary information in addendum form will be prepared and posted on the "Purchasing Open Bids" website. It is the Bidder's responsibility to indicate acknowledgement, sign, and return addendums with their response. The County reserves the right to reject any responses deemed to be non-responsive.

<http://www.sjgov.org/supportserv/Control/PurchasingBids.asp>

Failure of Bidder to not submit signed addendum(s) with their Bid shall be cause for rejection.

6. **MANDATORY PRE-BID CONFERENCE / WALK THROUGH:** A mandatory pre-bid conference and walk through will be held on **Friday, April 15, 2011 at 10:00 AM**. Prospective Bidders shall meet at Purchasing and Support Services, County Administration Building, 44 N. San Joaquin Street, Suite 540, Stockton, CA. **The attendance of Bidder's representative is a prerequisite to submitting a bid.**
7. **SITE INSPECTION:** Each bidder shall have examined the work site before bidding and familiarize himself with the local conditions under which the work is to be performed, and correlated his observations with the requirements of this Request for Bid's specifications, as applicable. No variations or allowances from the contract sum will be made because of lack of such examination.

Should concealed or unknown conditions be encountered in the performance of the agreed upon work, when conditions appear to Bidder to be at variance with the specifications, the Bidder shall immediately seek a clarification from the Purchasing Agent who shall investigate the conditions and proceed in a way that is appropriate to the circumstances.
8. **BID WITHDRAWAL:** Any Bidder may withdraw his bid, either personally or by written request, at any time prior to the scheduled opening time of receipt of bids.

9. **OPENING OF BIDS:** Bids will be opened and read at or about the time set in the advertised Notice Inviting Bids. Bidders, or their representatives, and other interested persons may be present at the opening of bids.
10. **AWARD OR REJECTION OF BIDS:** The contract, if awarded, will be awarded to the lowest responsible bidder based on the lowest total bid received and in compliance with these instructions and the advertised Notice Inviting Bids, provided the bid is reasonable and it is to the interest of the Owner to accept it. If the bid form contains additive and/or deductive alternates, the Owner, for cost consideration, may select additive and/or deductive alternates before determining the lowest bidder. The competency and the responsibility of bidders and of their proposed subcontractors will be considered in making the award of contract. Any bidder before being awarded a contract, may be required to furnish evidence satisfactory to the Owner that he and his proposed subcontractors have sufficient means and experience in the type of work called for to assure completion of the contract in a satisfactory manner. The owner reserves the right to reject the bid of any bidders who have previously failed to perform properly or to complete on time, contracts with the Owner of a nature similar to this project. The Owner reserves the right to reject any or all bids or alternates and waive any informality or irregularity in the bids or in the bidding.

The County reserves the right to reject any or all bids or parts thereof, and to award the contract to the Bidder whose response is most advantageous to the County. False, incomplete or unresponsive statements in connection with a bid submittal maybe sufficient cause for rejection. The County will be the sole judge in making such determinations.

11. **LOCAL HIRE AND APPRENTICE LANGUAGE AND FORM**

INSTRUCTIONS TO BIDDERS

Bids, to receive consideration, shall be made in accordance with the following instructions.

Local Hire: San Joaquin County has adopted a policy goal to strongly encourage local hire and apprenticeship participation in the construction workforce in accordance with Board of Supervisors policy. Bidder's attention is directed to the following provisions relating to this policy:

- a. For purposes of this policy only, the definition of contractor is limited to the total workforce of the prime or principal contractor and all subcontractors who will work in San Joaquin County under the construction contract.
- b. A "local hire" is defined as an employee whose residence is within San Joaquin County at the time of opening of bids for the project.
- c. Bidders are to complete the "Bidder Local Hire Information Form and Checklist".

With respect to application of the local hire policy, bidder's attention is directed to the following:

1. San Joaquin County Board of Supervisors hereby adopts a policy to strongly encourage, within the constraints of federal and state law, the employment of County residents on County funded construction projects.
2. Bidders on construction projects will be required to complete a Local Hire Information Form to be submitted with construction bids in excess of \$200,000, which indicates the bidder's effort to employ local hire.
3. In the event that two or more bids are the same and the lowest, the County shall award the contract in accordance with the best intended effort of the bidder to employ local residents as indicated on the bidder Local Hire Information Form.
 - a. Contracts estimated by the County to be less than \$200,000 do not have a local hire goal.
 - b. Contracts estimated by the County to cost \$200,000 or more require the successful bidder to demonstrate their attempts to employ local hire.

Apprenticeship Program: Unless such provision would conflict with a state or federal law or regulation applicable to a particular contract for a public works project, County contracts for public works in excess of \$200,000 shall contain provisions pursuant to which each contractor or subcontractor shall make a good faith effort to employ apprentices who are enrolled in and participating in a apprenticeship program serving the San Joaquin County and approved by the State Department of Apprenticeship Standards. This apprenticeship requirement shall apply for each apprenticeable craft or trade in which the contractor employs workers in performing any of the work under the contract. A contractor may evidence its good faith effort by complying with California Labor Code Section 1777.5 and the implementing regulations and seeking apprentices from apprenticeship programs serving the San Joaquin County.

A contractor employing apprentices pursuant to this section shall employ apprentices in a ratio consistent with the provisions of the California Labor Code or Federal requirements as applicable for federal aid contracts.

This section shall not be construed to exempt a contractor from any other applicable requirement imposed upon the contractor by federal or state law.

(THIS SPACE INTENTIONALLY LEFT BLANK)

**BIDDER LOCAL HIRE
INFORMATION FORM AND CHECKLIST**

Project Name: _____

Bidder's Name: _____

Bid Amount \$: _____

Address: _____

Bid Opening Date: _____

*Bidders are required to complete
and submit
this Form and Checklist with their
bid*

| LOCAL HIRE INFORMATION | YES | NO |
|--|-----|----|
| Contractor agrees to attempt to employ local hire in their workforce and the workforce of their subcontractors. | | |
| Contractor agrees to purchase at least one display ad in a newspaper of general circulation in San Joaquin County announcing job opportunities on the construction project and encouraging local residents to apply. | | |

P-7

Contractor intends to secure his workforce from the following sources: (Please Describe)

LOCAL HIRE INFORMATION CHECKLIST
COUNTY OF SAN JOAQUIN

Check all boxes that will apply if you are awarded a contract:

- Place a valid job order for existing and projected position vacancies with the local office of the State Employment Development Department, for no less than 10 consecutive calendar days.
- Place a valid job order for existing and projected position vacancies with Worknet of San Joaquin County, for no less than 10 consecutive calendar days.
- Advertise existing and projected position vacancies, job informational meetings, job application workshops, and job interviews by posting notices which identify the position(s) to be filled, the qualifications required, and where to obtain additional information about the application process, in conspicuous local authorized public places, including but not limited to post offices and libraries.
- Conduct a job informational meeting to inform the community of employment opportunities of the contractor (may be combined with other contractors).
- Provide ongoing assistance to residents of San Joaquin County in completing job application forms.
- Conduct a job application workshop to assist the community in applying and interviewing for jobs in the contracting industry (may be combined with other contractors).
- Conduct job interviews within San Joaquin County.
- Advertise valid existing and projected position vacancies through the local media, such as community television network, local newspapers of general circulation, and trade papers or minority focus newspapers.
- Any other means of obtaining employees who reside within San Joaquin County that are reasonably calculated to comply with the goals of this policy. Please describe: _____

If awarded a contract, supporting documentation for all boxes checked must be provided. Sign and submit form and checklist with your bid.

I declare the above information is true and accurate and submitted under penalty of perjury.

By my signature below, I acknowledge that I will meet the requirements of the County's Local Hire Policy.

Owner/Authorized Representative (Signature)

Name of firm

Name and Title (Print)

12. **SAN JOAQUIN COUNTY GREEN PURCHASING POLICY:**

San Joaquin County has a Green Purchasing Policy. Please click on the link to view.

<http://www.sjgov.org/SupportServ/dynamic.aspx?id=10128>

13. **ALL BID DOCUMENTS PART OF FINAL CONTRACT:** Any bid documents, letters, and materials submitted by the Bidder shall be binding and included as part of the final contract. Unauthorized conditions, limitations or provisions attached to this bid may render it non responsive and may cause its rejection.

14. **EQUAL EMPLOYMENT OPPORTUNITY:** The Bidder awarded this contract shall not discriminate against any employee and applicant for employment because of race, color, religion, sex, age, marital status, or national origin. Such action shall include but not be limited to the following: employment upgrading, demotion or transfer, rate of pay or other forms of compensation and selection for training, including apprenticeship. In the event of Bidder non-compliance with the provisions of this clause, the contract may be canceled, terminated or suspended in whole or in part and the Bidder may be declared ineligible for further County contracts. The rights and remedies of the County provided in this paragraph shall not be exclusive but are in addition to any remedies provided by law.

15. **DRUG FREE WORKPLACE:** Bidder shall comply with the provisions of Government Code section 8350 et seq., otherwise known as the Drug-Free Workplace Act.

16. **CONTRACT PERFORMANCE:** The performance of the contract resulting from this bid shall be governed by and interpreted under and construed according to the laws of the State of California. Venue is San Joaquin County

17. **NOTICE:** Any notice, demand, request, or consent approval required to be given pursuant to the terms and conditions hereof shall be in writing, and shall be effected by one of the following methods: personal delivery, prepaid Certified First-Class Mail, or prepaid Priority Mail with delivery confirmation. Unless otherwise designated in writing by either party, such notice shall be mailed to the addresses shown below. :

County of San Joaquin,
Administration Building
Purchasing Department and Support Services
44 N. San Joaquin Street, Suite 540
Stockton, CA 95202-2930

Attention: Jon Drake, Deputy Director

18. **INDEPENDENT CONTRACTOR:** Bidder agrees that any and all persons performing any services and/or work whatsoever contemplated by this bid and/or related or incidental thereto, shall be an employee of the Bidder and Bidder shall, by way of example but not by way of limitation, withhold federal and state income

taxes as well as the required and all regulations regarding employees, and Bidder shall also pay and/or contribute its required share as the employer of said persons.

Bidder acknowledges the fact that it is an independent contractor and is in no way to be construed as an employee of the County, nor are any of the persons employed by the Bidder to be so construed.

19. **INDEMNIFICATION:** Bidder shall, at its expense, defend, indemnify and hold harmless the County of San Joaquin and its employees, officers, directors, contractors and agents from and against any losses, liabilities, damages, penalties, costs, fees, including without limitation reasonable attorneys' fees, and expenses from any claim or action, including without limitation for bodily injury or death, to the extent caused by or arising from the active and/or passive negligence or willful misconduct of Bidder, its employees, officers, agents or Subcontractors.
20. **INSURANCE REQUIREMENTS:** During the term of this Agreement, Bidder will carry and maintain in full force, insurance of the following types and minimum amounts with a company or companies as are acceptable to County, insuring Bidder while Bidder is performing duties under this Agreement.

Bidder agrees that Bidder is responsible to ensure that the requirements set forth in this article/paragraph are also be met by Bidder's subcontractors/consultants who provide services pursuant to this Agreement. Copies of insurance certificates shall be filed with the County's Purchasing Agent.

- A. **Workers' Compensation** – A program of Workers' Compensation Insurance or a state-approved self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California.
- B. **Comprehensive General Liability Insurance** – The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).
- C. **Automobile Liability** – Bidder agrees to defend, hold harmless and indemnify the County for any and all liabilities associated with the use of any automobiles in relation to tasks associated with this Agreement.
- D. **Additional Named Insured** – All policies, except for workers' Compensation shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional insured with respect to liabilities arising out of performance of services.
- E. **Policies Primary and Non-Contributory** – All policies required above are to be primary and non-contributory with any self-insurance programs carried or administered by the County.

- F. **Proof of Coverage** – Bidder shall immediately furnish certificates of insurance to the County Purchasing Department evidencing the insurance coverage, including endorsements for each separate policy, prior to the commencement of performance of services, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the County and Bidder shall maintain such insurance from the time Bidder commences performance of services hereunder until the completion of such services.
- G. **Payment Withheld** – If Bidder does not obtain the described insurance, or if County is not furnished at the time specified with the requisite insurance certificates, or if the described insurance is terminated, altered, or changed in a manner not acceptable to County, County may withhold payments to the Bidder or terminate this Agreement.
- H. **Liability** – Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Bidder from liability in excess of such coverage, nor shall it preclude the County from taking such other actions as available to it under any other provision of this Agreement or otherwise in law.
21. **PERFORMANCE AND PAYMENT BONDS:** The Bidder shall furnish the County, within ten (10) days (or as otherwise specified) of the execution of a contract **original** performance and payment bonds as follows:
- (a.) **Faithful Performance Bond.** Said bond shall be in an amount equal to one hundred percent (100%) of the contract price, shall be for the faithful performance of the contract, shall be approved by the County, and shall be secured from a surety or sureties satisfactory to said County.
- (b.) **Payment Bond for Public Works.** The Bidder shall furnish a separate surety bond in an amount at least equal to one hundred percent (100%) of the contract price as security for the payment of all persons for furnishing materials, provisions, provender, or other supplies, or items, used in, upon, for or about the performance of the work contracted to be done, or for performing any work or labor thereon of any kind, and for the payment of amounts due under the Unemployment Insurance Code with respect to such work or labor in connection with the Contract, and for the payment of a reasonable attorney's fee to be fixed by the court in case suit is brought upon the bond.
22. **WARRANTY:** Bidder agrees to warranty requirements as shown in paragraph 1.6 of the general conditions. Such guarantee is in addition to, and not in lieu of the County's rights to enforce this agreement in all respects, and the County's right on all other guarantees and warranties that may be required by the Request for Bid.

By accepting the guarantees required herein, the County shall not be deemed to have waived any warranty or buyer protection implied, required an/or provided by

law, not to have altered any applicable statute of limitations regarding enforcement of any right of the County created by this agreement or otherwise.

23. **INVOICING / PROGRESS PAYMENTS / PAYMENT:** Original invoices are to be sent to the Facilities Management Capital Projects Division, 44 N. San Joaquin Street, Suite 540, Stockton, CA 95202. All invoices must reference the Purchase Order number.

Payments will be made within thirty days after the County's acceptance of the work performed and receipt of the Bidder's invoice. In the event that the work site and/or adjacent premises are damaged during the conduct of the work agreed to, or as otherwise deemed necessary to protect County interests as determined by the Purchasing Agent, a reasonable amount of any payment otherwise due may be withheld by the County until such time as satisfactory settlement is reached between all parties involved.

The County shall withhold ten percent (10%) of progress payments until thirty-five (35) days after notice of recordation is filed.

24. **PAYMENT DISCOUNTS:** Any discount offered by the Bidder must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, which ever is later. In no case will the discount be considered in the evaluation of Bids that requires payment in less than 30 days.

25. **LABOR CODE SECTION:**

Signature on your bid response (for electrical projects only) shall indicate that the electricians who work for the C-10 contractor are certified pursuant to the Labor Code Sections 3099 and 3099.2, and subject to providing proof of the electrician's certification upon request.

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GENERAL CONSTRUCTION CONTRACT

SAN JOAQUIN COUNTY

Contract # _____

AMOUNT: \$ _____

DATE:

PARTIES: **COUNTY:** County of San Joaquin
Purchasing & Support Services
44 N. San Joaquin Street, Suite 540
Stockton, CA 95202-2931

With copies to: County of San Joaquin

CONTRACTOR: Name
Address
City
Contact Name
Contact Phone #
Contact Email

This Agreement is made and entered into this _____ day of _____, 2010 by and between _____ a Construction CONTRACTOR (hereinafter "CONTRACTOR"), and San Joaquin County, a political subdivision of the State of California, through its Purchasing and Support Services Department and the Facilities Management Capital Projects Division (hereinafter "COUNTY").

ORDER OF PRECEDENCE

Each of the items listed below is hereby incorporated into this Agreement by this reference. In the event of an inconsistency in this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable Federal and State of California statutes and regulations, this Agreement and its exhibits.
2. COUNTY Request for Bid Number _____.
3. CONTRACTOR'S Bid dated _____.

THE PARTIES AGREE AS FOLLOWS:

Article 1 Intent

It is the intent of the parties that the CONTRACTOR furnish a complete and finished job in all respects, as provided in the specifications that are attached and made a part of this Contract. The CONTRACTOR shall do and finish everything called for or indicated in the specifications necessary in the fullest interpretation thereof to properly complete the job.

Article 2 Quality of Materials/Work to be performed

2.1 Materials

Materials, articles and equipment furnished by the CONTRACTOR, as requested by the COUNTY, shall be new and of the quality and kind indicated in the specifications. Pursuant to Public Contract Code Section 3400, the CONTRACTOR is authorized to request substitutions of equal materials, in which case the COUNTY shall be the sole judge as to such substitutions.

2.2 Quality of Work/Services

Every part of the work, as requested, shall be accomplished in a workmanlike manner, and agreed upon services shall be conducted promptly and completely.

2.3 Materials Warranty

The CONTRACTOR warrants that all materials and equipment furnished under this Agreement will be new unless otherwise specified, and that all work will be of good quality and free from flaws and defects and in conformance with the plans and specifications. All work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective and may be rejected by the COUNTY.

2.4 Toxic and Hazardous Materials and Waste

CONTRACTOR shall not permit any unlawful release of any toxic or hazardous materials or waste into the atmosphere, soil, or groundwater in

performing services under this Agreement. CONTRACTOR shall not incorporate any products or material into the work, which contains asbestos.

Article 3 Investigation of Site

By executing the Agreement, the CONTRACTOR represents that they have visited the site, familiarized themselves with the local conditions under which the work is to be performed, and correlated their observations with the requirements of the plans and specification, as applicable. Should concealed or unknown conditions be encountered in the performance of the agreed upon work, which conditions appear to CONTRACTOR to be at variance with the plans and specifications, the CONTRACTOR shall immediately seek a clarification from the COUNTY who shall investigate the conditions and proceed in a way that is appropriate to the circumstances.

Article 4 Permits, Licenses, Ordinances and Regulations

4.1 Compliance Requirements

CONTRACTOR shall at their expense obtain all permits and licenses required to conduct the agreed upon work, and said work and/or services will be performed so that all laws, regulations and ordinances shall be obeyed

4.2 Violation of Laws, Regulations and Ordinances

The CONTRACTOR shall save harmless, defend and indemnify the COUNTY and all of its officers, agents, employees and volunteers against any liability or claim arising from or based upon the violation of any law, ordinance, regulation, order or decree, whether by the CONTRACTOR, their agent, employee or their subcontractor or their agent or employee.

4.3 Notice Requirement

The CONTRACTOR shall give all notices as may be required by permits, licenses, etc., that may be required to commence, carry on, and complete the agreed upon services and/or work.

4.4 Prevailing Wages

Pursuant to Prevailing Wage, CONTRACTOR shall pay CONTRACTOR'S employees and subcontractors the prevailing wage for any and all construction and/or development related work performed in connection with this Agreement. CONTRACTOR shall indemnify, defend, hold harmless the COUNTY, its officers, agents, employees and volunteers from all fines, suits, procedures, claims, and actions of every kind, and all costs associated therewith arising out of or in any way connected with CONTRACTOR'S failure to pay prevailing wage. Prevailing wage shall be as determined by the Director of the Department of Industrial Relations in accordance with the standards set forth in Section 1770 et seq. of the Labor Code.

4.5 Apprentices

The CONTRACTOR (and subcontractors) is responsible to insure compliance and complete understanding of the law regarding apprentices, and specifically the required ratio thereunder. Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code and Title 8, California Code of Regulations Section 200 et seq. COUNTY encourage the employment and training of apprentices.

Article 5 Care of Site and Adjacent Premises

The CONTRACTOR shall be held responsible for the care and preservation of the site on which the work/services are to be performed, and of adjacent premises and coterminous property as applicable to agreed upon work and/or services. Any parts of such premises injured, damaged or disturbed because of CONTRACTOR'S work shall be repaired, replaced or cleaned by the Contractor at their sole expense, and to the COUNTY'S complete satisfaction.

Where property of the COUNTY is damaged, the County may deduct from all payments due an amount sufficient to repair any and all such damages, or replace any such damaged property, if such replacement is deemed by them to be necessary.

Article 6 Prevention of Accidents and Damage to Property

The CONTRACTOR shall be fully responsible for accidents to the public and/or damage to public and private property on the site of the work, as provided in the plans and specifications.

The CONTRACTOR shall provide and maintain such guards, fences, barriers, signs, red lights, watchman and other safety devices adjacent to and on the site as may be necessary to prevent accidents to the public and damage to property. At the end of the job, all signs, lights, barriers and other safety devices shall be removed from the job and the entire site left clean and orderly.

Article 7 Clean-up of Site

During the progress of the work, the CONTRACTOR shall keep the working area in a neat condition. The Contractor shall dispose of refuse, as often as directed or as may be necessary so that at no time shall there be any unsightly accumulation of debris or rubbish. Clean up shall include removal of all surplus material, debris and rubbish from the site.

Article 8 Guarantees and Warranties

8.1 General Requirements

Contractor agrees to warranty requirements as shown in paragraph 1.6 of the general conditions. Such guarantee is in addition to, and not in lieu of the COUNTY'S rights to enforce this Agreement in all respects, and the

COUNTY'S right on all other guarantees and warranties that may be required by the plans and specifications.

8.2 Guarantees Not Waiver

By accepting the guarantees required herein, the COUNTY shall not be deemed to have waived any warranty or buyer protection implied, required and/or provided by law, nor to have altered any applicable statute of limitations regarding enforcement of any right of the COUNTY created by this agreement or otherwise.

Article 9 Insurance

9.1 Requirements

The CONTRACTOR shall not commence work until all insurance required under this article has been obtained and the COUNTY has approved such insurance.

CONTRACTOR, shall submit proof of insurance with liability limits as set forth below to the Purchasing Department showing COUNTY, its officers, employees, agents and volunteers named as Additional Insured to include ongoing operations and products completed operations (On Additional Insured Endorsement CG 20 10 10 93), except for Workers' Compensation and professional Liabilities, and insurance policy shall contain provisions that such policy may not be canceled or reduced except after thirty (30) days written notice to the COUNTY. The COUNTY at its discretion, may waive in part or in full insurance requirements.

CONTRACTOR agrees that CONTRACTOR is responsible to ensure that the requirements set forth in this article/paragraph are also to be met by CONTRACTOR'S subcontractors/consultants who provide services pursuant to this Agreement.

Copies of insurance certificates and additional insured endorsements shall be filed with the Purchasing Agent.

9.2 Liability Limits

General Liability

- | | | |
|----|---|----------------------------|
| 1. | BI & PD combined/occurrence /aggregate | \$1,000,000 \$1,000,000 |
| 2. | Personal Injury/aggregate | \$1,000,000 |
| 3. | Automobile Liability Contractor agrees to defend, hold harmless and indemnify the COUNTY for any and all liabilities associated with the use of any automobiles in relation to tasks associated with this Agreement. | |

9.3 Certification

In accepting any contract with the COUNTY, the CONTRACTOR makes the following certification, required by Section 1861 of the Labor Code.

"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 provision before commencing the performance of the work of this contract."

9.4 Performance and Payment Bonds

The CONTRACTOR shall furnish the County, within ten (10) days (or as otherwise specified) of the execution of a contract **original** performance and payment bonds as follows:

- (a) **Faithful Performance Bond** – Said bond shall be in an amount equal to one hundred percent (100%) of the contract price, shall be for the faithful performance of the contract, shall be approved by the COUNTY, and shall be secured from a surety or sureties satisfactory to said COUNTY.
- (b) **Payment Bond for Public Work**- The CONTRACTOR shall furnish a separate surety bond in an amount at least equal to one hundred percent (100%) of the contract price. This will be held as security for the payment of all persons for furnishing materials, provisions, or other supplies, or items, used in, upon, for or about the performance of the work contracted to be done, or for performing any work or labor thereon of any kind, and for the payment of amounts due under the Unemployment Insurance Code with respect to such work or labor in connection with this Contract, and for the payment of a reasonable attorney's fee to be fixed by the court in case suit is brought upon the bond.
- (c) **Additional Security** – The CONTRACTOR shall promptly furnish additional Security required to protect the COUNTY and persons supplying labor or material under this contract if:
 - (1) Any surety upon any bond furnished with this contract becomes Unacceptable to the COUNTY;
 - (2) Any surety fails to furnish reports on its financial condition as Required by the COUNTY; or
 - (3) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the COUNTY.

Article 10 Indemnification

CONTRACTOR shall, at its expense, defend, indemnify and hold harmless the County of San Joaquin and its employees, officers, directors, contractors and agents from and against any losses, liabilities, damages, penalties, costs, fees, including without limitation reasonable attorneys' fees, and expenses from any claim or action, including without limitation for bodily injury or death, to the extent caused by or arising from the active and/or passive negligence or willful misconduct of CONTRACTOR, its employees, officers, agents or Subcontractors.

CONTRACTOR shall hold the COUNTY, its officers and employees, harmless from liability, of any nature or kind on account of use of any copyrighted, or un-copyrighted composition, secret process, patented or un-patented invention articles or appliance furnished or used under this order.

Article 11 Discrimination

CONTRACTOR shall not discriminate because of age, ancestry, color, creed, marital status, medical condition (cancer or genetic characteristics), national origin, physical or mental disability, political affiliation or belief, pregnancy, race, religion, sex (includes sexual harassment) and sexual orientation.

Article 12 ADA Compliance

CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. Sections 12101 et seq.)

Article 13 Assignments

Inasmuch as this Agreement is intended to secure the specialized services of the CONTRACTOR, CONTRACTOR may not assign, transfer, delegate or subcontract their obligation herein without the prior written consent of San Joaquin County. Any such assignment, transfer, delegation or subcontract without the prior written consent shall be considered null and void.

Article 14 Governing Law and Venue

The Laws of the State of California shall govern this Agreement. Venue is San Joaquin County. The provisions of this paragraph shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

Article 15 Payment

COUNTY shall pay CONTRACTOR for the work under this Agreement, an amount not to exceed _____ DOLLARS AND _____ CENTS.

CONTRACTOR shall submit one original and one copy of each invoice to San Joaquin County Facilities Management Capital Projects Division. All invoices must reference the **Contract ID#**, the service performed, and the Federal Tax Payer Identification Number. Duplicate invoices shall be sent to the department to which services are provided. That

department will approve completion of and payment for the work completed. Payment is to be made within thirty days after the COUNTY'S acceptance of the work performed.

In the event that the work site and/or adjacent premises are damaged during the conduct of the work agreed to, or as otherwise deemed necessary to protect COUNTY interests as determined by the COUNTY, a reasonable amount of any payment otherwise due may be withheld by the COUNTY until such time as satisfactory settlement is reached between all parties involved.

The COUNTY shall withhold ten percent (10%) of progress payments until 35 days after notice recordation is filed.

Article 16 Interpretation

This Agreement shall not be interrupted in favor of any Party by virtue of said Party not having prepared this Agreement.

If any time period provided for in this Agreement ends on the day other than a Business Day, the time period shall be extended to the next Business Day.

Article 17 Termination

The COUNTY may terminate this Agreement if the CONTRACTOR violates any of the provisions of the plans and specifications or fails to perform the work within the specified time, and for any material breach by the CONTRACTOR. In such event, the CONTRACTOR will be compensated for services and/or work performed as of the day of such notification, less any amounts the COUNTY is entitled to withhold pursuant to Article 5 of these General Conditions.

Article 18 Time for Completion

CONTRACTOR shall complete all construction services under this Agreement on or before Fifty (50) calendar working days of notice to proceed.

Article 19 Notice

All Notices given under this contract shall be in writing. Such notices shall indicate the following:

CONTRACTOR: **NAME**
 ADDRESS
 CITY, STATE, ZIP

COUNTY: Purchasing Agent
 San Joaquin County
 County Administration Building
 44 N. San Joaquin Street
 Suite 540
 Stockton, CA 95202-2930

Article 20 Labor Relations History – Rescission of Contract (PCC 10232)

As per Public Contract Code Section 10232, CONTRACTOR swears under penalty that no more than one final, unappealable finding of contempt of court by a federal court had been issued against the CONTRACTOR within the immediately preceding two-year period because of the CONTRACTOR'S failure to comply with an order of the court which order the CONTRACTOR to comply with an order of the National Labor Relations Board. For purposes of this section, a finding of contempt does not include any finding that has been vacated, dismissed, or otherwise removed by the court because the CONTRACTOR has complied with the order that the CONTRACTOR falsely swears to the truth of the statement required by this section.

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Article 21 Subcontractors

CONTRACTOR is fully responsible to COUNTY for the acts or omissions of subcontractors and of persons either directly or indirectly employed by or serving as agents to the subcontractors. Nothing contained herein shall establish a contractual relationship between COUNTY and CONTRACTOR'S subcontractors. All of the subcontractors that will perform work in excess of one-half of one percent of the total amount of the contract price and the general type of work subcontractors would be performing are listed below: (Attach additional sheet, if necessary, and note attachment on this page.)

Firm Name: _____

Address: _____

Phone No: _____

Work Type: _____

Firm Name: _____

Address: _____

Phone No: _____

Work Type: _____

Firm Name: _____

Address: _____

Phone No: _____

Work Type: _____

Article 22 Data Security – Confidentiality

- a. Acknowledgment of access to information characterized as covered data

Contractor acknowledges that its contract/purchase order (“Agreement”) with the County of San Joaquin, California(“County”) may allow the Contractor access to confidential County information or County provided information including, but not limited to, personal information, records, data, or financial information notwithstanding the manner in which or from whom it is received by Contractor (“Covered Data”) which is subject to state laws that restrict the use and disclosure of County information, including the California Information Practices Act (California Civil Code Section 1798 et seq.), California Constitution Article 1, Section 1, and other existing relative or future adopted State and/or Federal requirements. Contractor shall maintain the privacy of, and shall not release, Covered Data without full compliance with all applicable state and federal laws, County policies, and the provisions of this Agreement. Contractor agrees that it will include all of the terms and conditions contained in this clause in all subcontractor or agency contracts providing services under this Agreement. Where a federal, state or local law, ordinance, rule or regulation is required to be made applicable to this Agreement, it shall be deemed to be incorporated herein without amendment to this Agreement.

- b. Prohibition on unauthorized use or disclosure of covered data and information

Contractor agrees to hold Covered Data received from or created on behalf of County in strictest confidence. Contractor shall not use or disclose Covered Data except as permitted or required by the Agreement or as otherwise authorized in writing by County. If required by a court of competent jurisdiction or an administrative body to disclose Covered Data, Contractor will notify County in writing prior to any disclosure in order to give County an opportunity to oppose any such disclosure. Any work using, or transmission or storage of, Covered Data outside the United States is subject to prior written authorization by the County.

- c. Safeguard standard

Contractor agrees that it will protect the Covered Data according to commercially acceptable standards and no less rigorously than it protects its own confidential information, but in no case less than reasonable care. Contractor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures which may include but not be limited to encryption techniques, to preserve the confidentiality, integrity and availability of all such Covered Data.

- d. Return or destruction of covered data and information

Upon termination, cancellation, expiration or other conclusion of the Agreement, Contractor shall return the Covered Data to County unless

County requests that such data be destroyed. This provision shall also apply to all Covered Data that is in the possession of subcontractors or agents of Contractor. Contractor shall complete such return or destruction not less than thirty (30) calendar days after the conclusion of this Agreement. Within this thirty (30) day period, Contractor shall certify in writing to County that the return or destruction has been completed.

e. Reporting of unauthorized disclosures or misuse of covered data and information

Contractor shall report, either orally or in writing, to County any use or disclosure of Covered Data not authorized by this Agreement or in writing by County, including any reasonable belief that an unauthorized individual has accessed Covered Data. Contractor shall make the report to County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been unauthorized use or disclosure. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the County Covered Data used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide County other information, including a written report, as reasonably requested by County.

f. Examination of records

County and, if the applicable contract or grant so provides, the other contracting party or grantor (and if that be the United States, or an agency or instrumentality thereof, then the Controller General of the United States) shall have access to and the right to examine any pertinent books, documents, papers, and records of Contractor involving transactions and work related to this Agreement until the expiration of five years after final payment hereunder. Contractor shall retain project records for a period of five years from the date of final payment.

g. Assistance in litigation or administrative proceedings

Contractor shall make itself and any employees, subcontractors, or agents assisting Contractor in the performance of its obligations under the Agreement available to County at no cost to County to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings against County, its directors, officers, agents or employees based upon a claimed violation of laws relating to security and privacy and arising out of this Agreement.

h. No third-party rights

Nothing in this Agreement is intended to make any person or entity who is not signatory to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

i. Attorney's fees

In any action brought by a party to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, including the reasonable value of any services provided by in-house counsel. The reasonable value of services provided by in-house counsel shall be calculated by applying an hourly rate commensurate with prevailing market rates charged by attorneys in private practice for such services.

j. Survival

The terms and conditions set forth shall survive termination of the Agreement between the parties.

Article 23 Signature Certification

By signing this Agreement, CONTRACTOR certifies under penalty of perjury that the CONTRACTOR has reviewed, understands, and is in compliance with (Exhibit C), the Public Contract Code Section 10162, and the Business and Professions Code Section 7028.15. In addition CONTRACTOR certifies that CONTRACTOR is in compliance and with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code).

COUNTY OF SAN JOAQUIN
a political subdivision of
the State of California

By _____
CONTRACTOR

By _____
David Louis, Director,
Purchasing and Support Services

Date: _____

Date: _____

APPROVED AS TO FORM
Office of County Counsel

By _____
Gilberto Gutierrez
Deputy County Counsel

Date: _____

Buyer of Record: JD/EMA
Revised: 08.04.10

EXHIBIT "A"

Performance Bond

Know all Men by These Presents:

THAT WHEREAS, County of San Joaquin, has awarded to _____, as principal, hereinafter designated as the "CONTRACTOR," a contract for the work described as follows: _____.

AND WHEREAS, the CONTRACTOR is required to furnish a bond in connection with said contract guaranteeing the faithful performance thereof.

NOW THEREFORE, we the undersigned CONTRACTOR and Surety, an admitted Surety insurer pursuant to Code of Civil Procedure Section 995.120, are held and firmly bound unto San Joaquin County, in the sum of _____ DOLLARS (_____), to be paid to the said County of San Joaquin, its successors and assigns; for which payment, will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION of this obligation is such:

That if the above CONTRACTOR, their 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 agreements in the foregoing contract and any alteration thereof made as therein provided, on his or their 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 County of San Joaquin its officers and agents, as therein stipulated, then this obligation shall become and be null and void, otherwise it shall be and remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed there under, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the Specifications. All terms and conditions as set forth in the General Conditions, as supplemented, to the contract are incorporated by reference and Surety acknowledges that it is bound thereby, including the disputes clauses(s) therein.

In the event the COUNTY brings suit upon this bond and judgment is recovered, the Surety shall pay all costs incurred by above CONTRACTOR in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of _____ 2011.

_____(Seal)
Name of Surety

CONTRACTOR

By:

Attorney-in-fact

EXHIBIT "B"

Payment Bond

Know all Men by These Presents:

THAT WHEREAS, County of San Joaquin, has awarded to _____, as principal, hereinafter designated as the "CONTRACTOR," a contract for the work described _____ as follows:

AND WHEREAS, the CONTRACTOR is required by the provisions of Chapter 7, Title 15, Part 4, Division 3, Section 3247 et seq., Civil Code, to furnish a bond in connection with said contract, as hereinafter set forth.

NOW THEREFORE, we the undersigned CONTRACTOR and Surety, are held and firmly bound unto SAN JOAQUIN COUNTY for the sum of _____ (_____). Said sum being determined in accordance with the provisions of Section 3248 of the Civil Code, for which payment will and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION of this obligation is such:

That if the above CONTRACTOR, their heirs, executors, administrators, successors or assigns, or SUBCONTRACTOR'S, shall fail to pay any materials, provisions, provender or other supplies or teams, implements or machinery, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, as required by the provisions of Chapter 7, Title 15, Part 4, Division 3 of the Civil Code, and provided that the claimant shall have complied with the provisions of said Code, the surety or sureties hereon will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond the said surety and/or sureties will pay a reasonable attorney's fee to be fixed by the court.

This bond shall insure to the benefit of any and all persons, companies or corporations entitled to file claims under Section 3181 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in anyway affect its obligations on 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.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this ____ day of _____, 2011.

CONTRACTOR

_____(Seal)

Name of Surety

By _____
Attorney-in-fact

EXHIBIT "C"

Regulations

10162. Disqualification, removal, etc. from federal, state or local government project; questionnaire; rejection of bid.

The department shall require from all prospective bidders the completion, under penalty of perjury, of a standard form of questionnaire inquiring whether such prospective bidder, any officer of such bidder, or any employee of such bidder who has a proprietary interest in such bidder, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation, and if so to explain the circumstances.

A bid may be rejected on the basis of a bidder, any officer of such bidder, or any employee of such bidder who has a proprietary interest in from bidding on, or completing a federal, state, or local project because of a violation of law or a safety regulation.

7028.15. License required to submit bid to public agency; Exceptions.

- (a) It is a misdemeanor for any person to submit a bid to a public agency in order to engage in the business or act in the capacity of a CONTRACTOR within this state without having a license therefore, except in any of the following cases:
 - (1) The person is particularly exempted from this chapter.
 - (2) The bid is submitted on a state project governed by Section 10164 of the Public Code or on any local agency project governed by Section 20103.5 of Public Contract Code.
- (b) If a person has been previously convicted of the offense described in this section, the court shall impose a fine of 20 percent of the price of the contract under which the unlicensed person performed contracting work, or four thousand five hundred dollars (\$4,500), whichever is greater, or imprisonment in the COUNTY jail for not less than 10 days nor more than six months, or both.
- (c) This section shall not apply to a joint venture license, as required by Section 7029.1; however, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this section with respect to his or her individual licensure.
- (d) This section shall not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed CONTRACTOR'S to render services within the scope of their respective practices.
- (e) Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a CONTRACTOR who is not licensed in accordance with this chapter shall be considered non-responsive and shall be rejected by the public agency. Unless one

of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the CONTRACTOR was properly licensed when the CONTRACTOR submitted the bid. Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a CONTRACTOR who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and finality of such citation shall be subject to Sections 7028.7 to 7028.13, inclusive. Any contract awarded to, or any purchase order issued to, a CONTRACTOR who is not licensed pursuant to this chapter is void.

- (f) Any compliance or non-compliance with subdivision (e) of this section, as added by Chapter 863 of the Statutes of 1989, shall not invalidate any contract or bid awarded by a public agency during which time that subdivision was in effect.
- (g) A public employee or officer shall not be subject to a citation pursuant to this section if the public employee, officer, or employing agency made an inquiry to the board for the purposes of verifying the license status of any person or CONTRACTOR and the board failed to respond to the inquiry within three business days. For purposes of this section, a telephone response by the board shall be deemed sufficient.