

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
BOARD ACTION SUMMARY**

DEPT: Probation

BOARD AGENDA: 5.B.2  
AGENDA DATE: September 11, 2018

**SUBJECT:**

Approval of an Agreement with RFI Enterprises, Inc. to Upgrade the Electronic Access Control System Located at 801 11th Street, Modesto


**BOARD ACTION AS FOLLOWS:**

**RESOLUTION NO. 2018-0445**

On motion of Supervisor Monteith , Seconded by Supervisor Olsen  
and approved by the following vote,  
Ayes: Supervisors: Olsen, Chiesa, Withrow, Monteith, and Chairman DeMartini  
Noes: Supervisors: None  
Excused or Absent: Supervisors: None  
Abstaining: Supervisor: None

- 1)  Approved as recommended
- 2)  Denied
- 3)  Approved as amended
- 4)  Other:

**MOTION:**

ATTEST:   
ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
AGENDA ITEM**

DEPT: Probation

BOARD AGENDA:5.B.2  
AGENDA DATE: September 11, 2018

CONSENT:

CEO CONCURRENCE: YES

4/5 Vote Required: No

---

**SUBJECT:**

Approval of an Agreement with RFI Enterprises, Inc. to Upgrade the Electronic Access Control System Located at 801 11th Street, Modesto

**STAFF RECOMMENDATION:**

1. Approve an Agreement with RFI Enterprises, Inc. in the amount of \$111,994.00 to upgrade the Electronic Access Control System located at 801 11<sup>th</sup> Street, in Modesto.
2. Authorize the Purchasing Agent to sign the Agreement and any subsequent amendments to the Agreement on behalf of the County, not to exceed 10%.

**DISCUSSION:**

801 11<sup>th</sup> Street, located in Modesto, is a multi-level, County-owned structure that presently houses the Stanislaus County Probation Department, Strategic Business Technology, the Stanislaus County Sheriff's Department and Court Appointed Special Advocates. Exterior and interior doors throughout the building are accessed by employees utilizing a combination of proximity cards, keys or punch codes. Staffing changes, particularly with the Stanislaus County Probation Department, necessitates the General Services Agency (GSA) to respond to the building to change punch codes or locks to maintain building security. The constant responses to change locks or punch codes creates a drain on County resources.

The basement of the building also contains a total of ten interview rooms. Each of these interview rooms are designated for the Stanislaus County Probation Department to utilize while meeting with offenders. The relative small size of most of the interview rooms allows for only the officer and the offender to fit inside. Many offenders have extensive criminal histories, mental health issues and/or violent tendencies. The small size of the interview rooms and the composition of the Stanislaus County Probation Department's offender population creates an inherent safety issue. Currently, officers do not have any means, aside from the use of a cell phone, to notify others if there is an immediate safety concern in any of these interview rooms.

A series of security meetings, assessments and reviews have been completed on the building. Those in attendance during the aforementioned meetings, assessments and reviews were representatives from the Chief Executive Office's Capital Projects Team, the Stanislaus County Probation Department and the Stanislaus County Sheriff's Office. Proximity card access throughout the entirety of the building was identified as a need to

enhance security and improve efficiency. 29 different interior doors were identified throughout the building as needing proximity card access readers.

Furthermore, the safety and security of the interview rooms was also identified as a need to augment the safety of officers. Panic buttons inside each interview room, along with corresponding strobes and sirens located outside of each room, above each door, was deemed sufficient to meet the security need of officers. One additional strobe and siren is also needed to alert staff in the basement and first floor areas of the building in the event of an emergency.

On May 18, 2018, GSA posted Request for Bids No. 18-32-AS for the Electronic Access Control System Upgrade to the building, which set forth the scope of work. The bid notice was sent to 985 companies and 66 firms downloaded the bid documents. Five companies attended the mandatory pre-bid meeting held on-site on May 24, 2018.

The bid closed on June 20, 2018, and GSA received responses from the following companies:

Company Name	Total Bid
RFI Enterprises, Inc.	\$111,994.00
Mark III Construction, Inc.	\$98,560.00

As noted in the table above, Mark III Construction, Inc. submitted the lowest bid; however, their bid did not encompass the entire project. Specifically, their bid did not include all of the products necessary to complete the project and a portion of the project would have had to be completed separately by another vendor. This would have resulted in the original bid increasing significantly. As a result, RFI Enterprises, Inc. was determined to be the lowest-priced responsive and responsible bidder. On June 21, 2018, GSA issued a Notice of Intent to Award to RFI Enterprises, Inc. A Notice of Non-Award was sent directly to Mark III Construction, Inc. No letters of protest were received during the protest period of the bid process.

If approved, the agreement will be effective upon the issuance of a Notice-to-Proceed letter (Notice). The Bid documents allow 90 working days for project completion from the date of the Notice.

Operating hours for the building are 8:00 am-5:00 pm, Monday through Friday. Neither interference with, nor a shutdown of, County operations at the site is planned during this project.

**POLICY ISSUE:**

The County's purchasing policy requires Board of Supervisors' approval for contracts exceeding \$100,000.00, based upon California Government Codes § 25212, et seq, and § 25502.5, et seq, which establish the powers of the Board of Supervisors and the Purchasing Agent.

**FISCAL IMPACT:**

Based on RFI Enterprises, Inc.'s submitted price schedule, and a 10% contingency amount for related unforeseen expenses, GSA estimates the final cost at \$123,193.00. Funding to support the proposed expenditure is included in the Stanislaus County Probation Department's Fiscal Year 2018-2019 Proposed Budget.

**BOARD OF SUPERVISORS' PRIORITY:**

Approval of this item supports the Board of Supervisors' priority of *Delivering Efficient Public Services and Community Infrastructure* by providing a cost-effective electronic access control system for the building.

**STAFFING IMPACT:**

Existing GSA staff will manage the contract for the electronic access control system upgrade.

**CONTACT PERSON:**

Keith D. Boggs, GSA Director/Purchasing Agent	Telephone: (209) 525-7640
Brad Diemer, Purchasing Manager	Telephone (209) 525-6319
Mike Hamasaki, Chief Probation Officer	Telephone: (209) 525-4503

**ATTACHMENT(S):**

1. Agreement with RFI, Inc.

**AGREEMENT**  
**(for Public Works of Improvement)**

This Agreement, made this \_\_\_\_\_ by and between RFI Enterprises, Inc. ("Contractor") and the COUNTY OF STANISLAUS ("County").

**ARTICLE I**

The Contractor will provide all the materials, tools, equipment and labor and perform all the work necessary to complete in a good workmanlike manner:

**BID NAME: Electronic Access Control System Upgrade**  
**BID NO.: 18-32-AS**

as set forth in the Bid of the Contractor and in accordance with the Bid, Notice to Bidders, Information for Bidders, General Conditions, plans and specifications, bonds, addenda, Exhibit A to this Agreement and any documents particularly required or provided, all of which are attached hereto and made a part hereof. All of the foregoing documents, together with this Agreement, comprise the contract.

**ARTICLE II**

All of the Work included in this contract is to be performed under the direction of the County, and in conformity with the true construction and meaning of the contract, as determined solely by the County.

**ARTICLE III**

No alterations in the Work shall be made except upon a written change order issued by the Stanislaus County Purchasing Agent. The amount to be paid by the County or to be deducted from the contract price by virtue of such alterations shall be detailed and stated in said change order and shall be approved in writing by the County and the Contractor.

Changes, additions, and alterations in the Work, may be ordered in writing by the Purchasing Agent of the County of Stanislaus in the form of a written change order.

**ARTICLE IV**

The Contractor shall commence the Work within **Twenty (20) Working Days** after the date specified in the Notice to Proceed given to it by the Purchasing Agent shall prosecute said Work in a prompt, diligent and workmanlike manner. The Contractor shall complete the Work within **Ninety (90) Working Days** unless extension or suspension of the Work is agreed to in writing by the County. Time is of the essence in this Agreement.

**ARTICLE V**

County shall pay to Contractor in due course and at the usual time for payment of County obligations after the last day of each month, ninety-five percent (95%) of the cost of the Work completed and material properly stored on the job site, which cost shall be determined by the County. A final payment of five percent (5%) of the contract price shall be due the Contractor 35 days after acceptance of the Work, provided that the Contractor furnishes to the County satisfactory evidence that all obligations for labor and materials have been satisfactorily fulfilled within the said 35-day period, and further provided that no payment shall be construed to be an acceptance of defective work or improper materials.

Except as otherwise prohibited by law, Contractor may elect to receive all payments due under the contract without any retention. If Contractor so elects, it shall deposit with County securities with a value equal to the monies, which

would otherwise be withheld by the County. Said securities shall be as provided in Section 22300 of the Public Contract Code and shall be approved by County as to both sufficiency and form.

#### ARTICLE VI

Prior to commencing the Work, the Contractor shall file a bond issued by a surety company, approved by the County, and in the form acceptable to the County in the amount of one hundred percent (100%) of the contract price for the faithful payment and satisfaction of all lawful claims of all persons for labor and materials furnished in the prosecution of the contract Work. Prior to commencing the Work, the Contractor shall file a bond issued by a surety company, approved by the County, and in the form acceptable to the County in the amount of one hundred percent (100%) of the contract price to guarantee the faithful performance of the contract.

#### ARTICLE VII

The Contractor shall take out and maintain during the life of the contract the insurance required and listed in the General Conditions, Section 2.14, of the contract documents.

#### ARTICLE VIII

When the Work is completed and ready for final inspection, the Contractor shall notify the County which shall make such final inspection within five (5) days after notice.

If the County shall approve the Work and find that the Work is complete and ready for acceptance and shall accept the same, the final payment of the contract price shall be due as provided in Article V, hereof.

#### ARTICLE IX

Contractor shall comply with all the provisions of state and local laws relating to contracts for the prosecution of public works. Pursuant to law, the County has ascertained the general prevailing rate of per diem wages in the locality of the work for each craft or type of workman required for performance of the contract, which rates are as stated in the Invitation to Bidders, and the Contractor shall be required to pay not less than said prevailing rates. Contractor is required to post a copy of these prevailing wage rates at the job site.

#### ARTICLE X

Whenever any act is directed to be done or notice directed to be given by or to the County hereof, the same may be done or given by or to the Purchasing Agent.

#### ARTICLE XI

The Contractor shall not assign the contract or sublet it as a whole without the written consent of the County, nor shall the Contractor assign any monies due or to become due to him hereunder without the previous written consent of the County. Contractor shall comply with the Subcontractor Listing Law. This contract shall be binding upon the parties hereto, their heirs, successors, assigns, subcontractors, and legal representatives.

#### ARTICLE XII

Any alteration or alterations made in this contract, or any part hereof, shall not operate to release any surety from liability of any bond given pursuant to the provisions of this contract and the consent of such surety to such alteration or alterations is hereby given, the surety expressly waiving hereby the provisions of Section 2819 of the Civil Code.

#### ARTICLE XIII


Neither the final certificate nor payment, nor any provision of the related documents, shall relieve the Contractor of responsibility for faulty workmanship or materials, and less otherwise specified, he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom which shall appear within a period of one (1) year

from the date of filing Notice of Completion. The County shall give notice of observed defects with reasonable promptness. All questions arising under this Article shall be decided by the Purchasing Agent.

**COUNTY OF STANISLAUS**

By:   
Keith D. Eggs, Assistant Executive Officer,  
GSA Director/Purchasing Agent  
"County"

**RFI ENTERPRISES, INC.**

By:   
Bradley J. Wilson  
President & COO  
"Contractor"

**APPROVED AS TO CONTENT:  
GSA Department, Facilities Maintenance Division**

By:   
Matt Innes  
Facilities Maintenance Manager

**APPROVED AS TO FORM:**

John P. Doring  
County Counsel

By:   
Thomas E. Boze  
Assistant County Counsel

## GENERAL CONDITIONS.

**2.01 OWNER.** The term "Owner", where used herein, shall mean the County of Stanislaus, a political subdivision of the State of California.

**2.02 BOARD.** The term "Board", where used herein, shall mean the Stanislaus County Probation of the County of Stanislaus, California.

**2.03 ENGINEER.** The Stanislaus County General Services Agency Facilities Maintenance Manager shall supervise and be responsible for the Work, and whenever the word "Director" or the word "Engineer" is used herein, it shall mean the Facilities Maintenance Manager of the County of Stanislaus, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties delegated to them.

**2.04 CONTRACTOR.** The term "Contractor", where used herein, shall mean the Contractor to whom the contract for the Work described and specified herein has been awarded to by the Board.

**2.05 SUBCONTRACTOR.** The term "Subcontractor", where used herein, includes only those having a direct contract with the Contractor for the Work or portion of the Work described and specified herein.

**2.06 WORK.** The term "Work", where used herein, includes all labor, materials and any necessary equipment required for complete performance of the contract.

**2.07 CONTRACT DOCUMENTS.** The term "Contract Documents", where used herein, includes the following: The Notice to Bidders, the Instructions to Bidders, the General Conditions, the plans and specifications, the bid, the Agreement, the general bond and insurance certificates. The contract documents are complementary, and what is called for by one shall be as binding as if called for by all.

**2.08 PLANS AND SPECIFICATIONS.** The term "Plans and Specifications", where used herein, shall mean and include all specifications and provisions of any kind, whether general, detailed or otherwise, relating to the labor, equipment, material or work in the installation thereof, and the plans and drawings, if any, accompanying same which are made a part hereof.

**2.09 AGREEMENT.** The Contractor to whom the Work is awarded shall, within ten days after receipt of the contract documents as mailed by the Purchasing Agent or designee, enter into an agreement with the owner. The form of agreement is attached herein and made a part of these General Conditions.

**2.10 MATERIAL, LABOR, EQUIPMENT AND OTHER FACILITIES.** Unless otherwise provided, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, lights, power, transportation and other facilities necessary for the execution and completion of the Work.

**2.11 PERMITS AND LICENSES.** All permits and licenses necessary for the prosecution of the Work shall be secured and paid for by the Contractor, except those secured by Owner and so noted.

**2.12 INSPECTION OF WORK.** A representative of the Owner shall, at all times, have access to the Work and the Contractor shall provide proper facilities for such access and for inspection. The Contractor's attention is directed to Government Code Section 1126 and Stanislaus County Purchasing Agent regulations wherein the Owner's representative is prohibited from accepting from the Contractor, his employees, and subcontractors any gratuity, gift, service or material of any value or use of equipment or facilities, and agrees to abide by the section and regulations.

**2.13 BONDS.** The Contractor shall furnish and deliver to the Board a surety bond in the amount equal to one hundred percent (100%) of the contract price to guarantee the faithful performance of the contract, and a surety bond in an amount equal to one hundred percent (100%) of the contract price for the faithful payment and satisfaction of all lawful claims of all persons for labor and material furnished and the prosecution of the contract. Such surety bonds shall be issued by a corporation duly and legally licensed to transact surety business in the State of California and approved by the Board. All participating signatures on the bonds shall be notarized.



## **2.14 INSURANCE.**

Coverage Required: Contractor shall obtain, and maintain at all times during the term of this Agreement, insurance coverage in the amounts and coverage specified in the attached "Exhibit B."

## **2.15 DEFENSE AND INDEMNIFICATION.**

**2.15.1** Owner and each of its officers, employees, consultants and agents including, but not limited to, the Board, Project Manager and each Owner's Representative, shall not be liable or accountable in any manner for loss or damage that may happen to any part of the Work; loss or damage to materials or other things used or employed in performing the Work; injury, sickness, disease, or death of any person; or damage to property resulting from any cause whatsoever except their sole negligence, willful misconduct or active negligence, attributable to performance or character of the Work, and Contractor releases all of the foregoing persons and entities from any and all such claims.

**2.15.2** To the furthest extent permitted by law (including without limitation California Civil Code §2782), Contractor shall assume defense of, and indemnify and hold harmless, Owner and each of its officers, employees, consultants and agents, including but not limited to the Board, Project Manager and each Owner's Representative, from claims, suits, actions, losses and liability of every kind, nature and description, including but not limited to claims and fines of regulatory agencies and attorney's fees and consultant's fees, directly or indirectly arising out of, connected with or resulting from performance of the Work, failure to perform the Work, or condition of the Work which is caused in whole or part by any act or omission of Contractor, Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, resulting from any cause whatsoever except their sole negligence, willful misconduct or active negligence.

**2.15.3** With respect to third-party claims against Contractor, Contractor waives any and all rights to any type of express or implied indemnity against Owner and each of its officers, employees, consultants and agents including, but not limited to Owner, the Board, Project Manager and each Owner's Representative. Owner shall provide timely notice to Contractor of any third-party claim relating to the Contract Documents, in accordance with Section 9201 of the California Public Contract Code.

**2.15.4** Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its Subcontractors of any tier, or the officers or agents of any of them.

**2.15.5** To the furthest extent permitted by law (including, without limitation, Civil Code §2782), the indemnities, releases of liability and limitations of liability, claims procedures, and limitations of remedy expressed throughout Contract Documents shall apply even in the event of breach of Contract, negligence (active or passive), fault or strict liability of the party(ies) indemnified, released, or limited in liability, and shall survive the termination, rescission, breach, abandonment, or completion of the Work or the terms of the Contract Documents. If Contractor fails to perform any of these defense or indemnity obligations, Owner may in its discretion back charge Contractor for Owner's costs and damages resulting therefrom and withhold such sums from progress payments or other Contract moneys which may become due.

**2.15.6** The indemnities in the Contract Documents shall not apply to any indemnified party to the extent of its sole negligence or willful misconduct; nor shall they apply to Owner or other indemnified party to the extent of its active negligence.

**2.16 ASSIGNMENT OF CONTRACT.** Contractor shall not assign the contract or sublet it as a whole without written consent of the owner, nor shall the Contractor assign any monies due or to become due to him hereunder without the written consent of the Owner.

**2.17 PREVAILING WAGES.** Pursuant to Labor Code section 1771, the work under this Agreement is subject to the provisions of Article 2 (commencing with section 1770) of Chapter 1 of Part 7 of Division 2 of the Labor Code, and the Contractor shall pay all workers the general prevailing rate of per diem wages applicable to the work to be done for straight time, overtime, Saturday, Sunday and holiday work. These wage rates, which are set

forth by the Director of the Department of Industrial Relations, are now on file with the Department of Public Works and are a part of this Agreement. The Contractor shall post a copy of these prevailing wage rates on the job site.

**2.18 REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS.** No Contractor or subcontractor may be listed on a bid proposal for a public work project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

CONTRACTOR HEREBY ATTESTS THAT CONTRACTOR AND ALL SUBCONTRACTORS ARE REGISTERED WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS ("DIR"). Senate Bill 854 requires that all contractors performing work on any public works project valued at more than \$1,000.00 must be registered with the DIR, and that all said contractors submit certified payroll reports directly to the DIR, unless excused. Failure to comply with this sections constitutes a material breach of this contract.

**2.19 PAYROLL RECORDS.** Pursuant to and in accordance with the provisions Labor Code section 1776, the Contractor shall keep accurate payroll records of employees performing work under this Agreement and shall make available for inspection certified copies such payroll records.

**2.20 EIGHT HOUR DAY.** Pursuant to and in accordance with the provisions of Labor Code sections 1810, 1811 and 1815, the time of service of any laborer, workman, or mechanic employed upon any of the work under this Agreement is limited and restricted to eight (8) hours during any one calendar day, and forty (40) hours during any one calendar week, except that work performed by employees of Contractors in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

**2.21 REQUIRED LISTING OF PROPOSED SUBCONTRACTORS.** Each bid shall have listed therein the name, license number and address of each subcontractor to whom the Bidder proposes to subcontract portions of the Work in the amount of 1/2 of one percent of his total bid or \$10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. A sheet for listing the subcontractors, as required herein, is included in the Bid. The Bidder's attention is invited to other provisions of said Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractor or by making unauthorized substitutions.

**2.22 STANDARD SPECIFICATIONS AND CODES.** All Work herein specified shall be performed in accordance with applicable sections of the following Standard Specifications or Codes which are herein named and hereby made a portion of these specifications. In a case of conflict between these specifications and said Standards, these specifications shall be paramount.

Stanislaus County Code Title 16, Chap. 16.05

Stanislaus County Code Title 16, Chap. 16.10

Stanislaus County Code Title 16, Chap. 16.15

Stanislaus County Code Title 16, Chap. 16.20

Standard Specifications, State of California, Department of Transportation (2010)

Stanislaus County Improvement Standards

California Building Code (California Code of Regulations, Title 24, Part 2)

**2.23 TAXES.** Any federal, state or city tax payable on articles furnished by the Contractor under the contract shall be included in the contract price paid by the Contractor.

**2.24 TIME FOR COMPLETION.** The Work to be performed under this contract shall be completed as stated within ARTICLE IV of this Agreement.

**2.25 DEFECTS IN WORK.** The Contractor shall be responsible for and must make good any defects through faulty, improper or inferior workmanship or materials arising or discovered in any part of this work within one (1) year after the completion and acceptance of the same.

**2.26 DEVIATION FROM PLANS AND SPECIFICATIONS.** No deviation shall be made from the plans and specifications. If the Contractor shall vary from the plans and specifications in the form of quality or in the Work or the amount or value of the materials herein provided for, the Owner shall have the right to order such improper work or materials removed, remade or replaced. In the event that the Work is ordered changed, any other work disturbed or damaged by such alteration shall be made good at the Contractor's expense.

**2.27 BRANDS.** Wherever the name or brand of a manufacturer or an article is specified herein, it is used as a measure of quality and utility or a standard. If the Contractor desires to use any other brand or manufacturer of equal quality and utility to that specified, he shall make application to the Owner in writing and submit samples, if requested. The Contractor shall have 35 days after the award of the contract for submission of data substantiating any such request for substitution of "equal" items. The Owners will then determine whether or not the name brand or article is equal in quality and utility to that specified, and its decision shall be final.

Except in those instances in which the product is designated to match others presently in use, specifications herein calling for a designated material, product, thing or service by specific brand or trade name shall be deemed to be followed by the words "or equal" so that Contractor may furnish any equal material, product, thing or service. The Contractor shall have thirty-five (35) days after award of the contract for submission of data substantiating a request for a substitution of "an equal" item, pursuant to Section 3400 of the Public Contract Code.

**2.28 NEW MATERIALS.** All materials used in the Work shall be new and the best market quality, unless specified or shown otherwise. All labor used on this contract shall be competent and skilled for the Work. All Work executed under this contract shall be done in the best, most thorough substantial and workmanlike manner. All material and labor shall be subject to the approval of the Engineer as to quality and fitness, and shall be immediately removed if it does not meet with his approval.

**2.29 ABANDONMENT OF WORK.** Should the Contractor abandon the Work called for under the plans and specifications and contract documents, or assign his contract, or if the Contractor unnecessarily and unreasonably delays the Work, or if the Contractor willfully violates any of the conditions of the plans and specifications or contract documents, or performs the Work in bad faith, the Owner shall have the power to notify the Contractor to discontinue all work or any part thereof under this contract, and thereupon the Contractor shall cease to continue said work or such part thereof as the Owner may designate, and the Owner shall thereupon have the power to employ such persons as it may consider desirable, and to obtain by contract, purchase, hire or otherwise, such implements, tools, material or materials as the Owner may deem advisable to work at and be used to complete the Work herein described, or such part thereof as shall have not been completed, and to use such material as it may find upon the site of said Work, and to charge the expense of such labor and material, implements and tools to the Contractor, and the expense so charged shall be deducted and paid by the Owner out of such monies as may be either due, or may at any time thereafter become due to the Contractor hereunder and by virtue of the contract.

In the case such expense is less than the sum which would have been payable under the contract, if the same had been completed by the Contractor, the Contractor shall be entitled to receive the difference, and in case such expense shall exceed the last said amount, then the Contractor or his bondsman shall pay the amount of such excess to the Owner on notice to either from the Owner the excess so due.

**2.30 EXTENSION OF TIME.** If it appears to the Contractor that he will not complete the Work herein specified in the time agreed, he shall make written application to the Owner at least five (5) calendar days prior to the expiration of the time for completion, stating the reasons why and the amount of extension which he believes he should be granted. The Owner may then, in its discretion, grant or deny such extension.

**2.31 SUSPENSION OF WORK.** Should the Owner, for any cause, authorize a suspension of Work, the time of such suspension will be added to the time allowed for completion. Suspension of Work by order of the Board shall not be deemed a waiver of the claim of the Owner for damages for non-completion of the Work as above required.

**2.32 JUSTIFIABLE DELAYS.** The Contractor shall not be held responsible for delays in the completion of the Work caused by strikes, labor disturbances, lack or failure of transportation, war, inability to obtain materials due to war conditions, perils of the sea, insurrection, riot, acts of any government, whether foreign or domestic, federal or state, and/or any other causes similar to the foregoing which are beyond the control of and are not the fault of the Contractor, or if prevented by conditions directly resulting from the execution of contracts or the placing of orders by the Federal government or its authorized agencies or representatives, which are required by law to be given priority, but provided that whenever the Contractor shall claim that delays are due to any or all of the above named cause or causes of delay, request an extension of time in accordance with paragraph 2.27 of these General Conditions, and if the Board finds that such cause or causes of delay exist, it shall grant him an extension of time equal to the delay resulting from such cause or causes, or the Board may at its option, rescind said contract and pay said Contractor for the reasonable value of the Work completed and let a new contract for the completion of the remainder of the Work herein specified.

**2.33 PATENTS AND ROYALTIES.** If any material, composition, process or any other thing called for or required by the plans and specifications heretofore adopted by the Owner is covered by letter patent, all royalties and expenses thereof, all litigation therefrom, or other things whatsoever which may develop as a cost from the use of such material, composition, process or any other thing which is covered by letter patents shall be borne by the Contractor. The Contractor shall pay all license and/or royalty fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof.

**2.34 EXAMINATION OF SITE.** The Contractor shall be held to have examined the site, compared it with the drawings and specifications, and to have satisfied himself as to the conditions under which the Work is to be performed. No allowance or claims on his behalf will be made for any expense to which he may be put as a result or failure on his part to thoroughly acquaint himself with conditions at the site.

**2.35 DAMAGE TO OTHERS.** The Contractor shall exercise due caution during his operations so as not to damage the property of others or Owner's property not directly involved under the plans and specifications, and shall be responsible for the protection of this property and shall replace any and all such property to its former condition as a result of his failure to provide protection or exercise due caution during his operations.

**2.36 SURVEYS AND GRADES.** The Engineer shall establish permanent type reference monuments or posts for the alignment and elevations of all Work. For structures he will provide said monuments for reference data only. For general engineering contracts he shall provide the usual stakes sufficient for construction. The Contractor shall be charged with the responsibility of adequately protecting said stakes and monuments. The Contractor shall be requested to set supplemental posts for detailed construction needs.

**2.37 CORRECTION OF WORK AFTER FINAL PAYMENT.** Neither the final certificate nor final payment, nor any provision of the contract documents shall relieve the Contractor of responsibility for faulty materials or workmanship, and unless otherwise specified, he shall remedy any defects due thereto and shall pay for any damage or other work resulting therefrom which shall appear within a period of one year from the date of substantial completion. The Owner shall give notice of observed defects with reasonable promptness. All questions arising under this article shall be decided by the Board.

**2.38 CHANGES IN WORK.** The Owner, without invalidating the contract, may order extra work or make changes by altering, adding to or deducting from the Work, the contract sum being adjusted accordingly. All such work shall be performed under the conditions of the contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering the change. The Engineer shall have authority to make minor changes not involving extra cost and not inconsistent with the purpose of the Project.

The value of such extra Work or change shall be determined in one or more of the following ways:

- (a) By estimate and acceptance in a lump sum;

- (b) By unit prices named in the contract or subsequently agreed upon;
- (c) By cost and percentage and fixed fee.

Should conditions below surface of the ground be at variance with the conditions indicated by the drawings and specifications, the contract sum shall be equitably adjusted upon claim by either party made within a reasonable time after first observation of conditions.

The amount agreed upon as the value of any extra Work resulting from any change order shall constitute full and complete compensation for all overhead, labor, material, tools, and equipment furnished in the performance of Work required by that change order. Furthermore, the amount agreed upon as the value of extra Work for any change order shall be accepted by the Contractor as full and complete compensation for any and all claims of any nature whatsoever, including, but not limited to, any actual or alleged claims for compensation by Contractor, or any subcontractor of Contractor for delays occasioned by or in any way arising out of stoppage of the Work, coordination of the Work with others, or processing of that change order.

**2.39 CLEANING UP.** Contractor shall at all times keep the premises free from accumulations of waste material or rubbish as a result of this operation. Upon completion of Work he shall remove all rubbish, material and his equipment from the job and shall leave the job site in a "broom clean" or equivalent condition. In case of a dispute regarding this item, the Owner may remove rubbish or material and charge the cost to the several contractors as the authorized representative shall deem just.

**2.40 SUPERVISION.** The Contractor shall, at all times during the working hours of the contract, have a competent foreman or superintendent on the job who shall be authorized to act as an agent of the Contractor. Such agent shall be familiar with the type of work hereunder and be aware of the hazards and the safety rules relating to this particular type of construction. Ignorance or incompetence of a foreman shall be due cause for his removal from the job and cessation of work under this contract until the intent of this paragraph is fulfilled, without recourse by the Contractor for any extension of the time of completion as a result of the removal of such unsatisfactory agent.

**2.41 APPRENTICESHIP STANDARDS.** This contract is subject to the provisions in Sections 1777.5 (Chapter 1411, Statutes of 1968) and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under the Contractor. Section 1777.5, as amended, requires the Contractor or subcontractor employing tradesmen in any apprenticeable occupation to apply to the Joint Apprenticeship Committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases shall not be less than one to five, except:

- (a) When unemployment in the area of coverage by the Joint Apprenticeship Committee has exceeded an average of fifteen percent (15%) in the three (3) months prior to the request for certificate; or
- (b) When the number of apprentices in training in the area exceeds a ratio of one to five; or
- (c) When the trade can show that it is replacing at least 1/30 of its journeymen through apprenticeship training on an annual basis statewide or locally; or
- (d) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employees registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

The Contractor and any subcontractor under him shall comply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices.

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

**2.42 ASSIGNMENT OF ANTI-TRUST ACTIONS AND UNFAIR BUSINESS PRACTICE CLAIMS.** In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body 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 (Chapter 2 (commencing with section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

**2.43 EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The Contractor will in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status.

The Contractor will send to each labor union or other representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the workers' representative of the Contractor commitments under this agreement.

The Contractor agrees that it will comply with the provisions of Titles VI and VII of the Civil Rights Act, Revenue Sharing Act Title 31, U.S. Code Section 2716, and California Government Code Section 12990.

The Contractor agrees that it will assist and cooperate with the County of Stanislaus, the State of California and the United States Government in obtaining compliance with the equal opportunity clause, rules, regulations, and relevant orders of the State of California and United States Government issued pursuant to the Acts.

In the event of the Contractor's non-compliance with the discrimination clause, the affirmative action plan of this contract, or with any of the said rules, regulations or orders, this contract may be canceled, terminated, or suspended in whole or in part by the Owner.

**2.44 DISABLED INDIVIDUALS NON-DISCRIMINATION.** This Project is subject to Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794) and all requirements imposed by Title II of the Americans with Disabilities Act (42 U.S.C. 12132) and all guidelines and interpretations issued thereto. In this regard, the Owner and all of its contractors and subcontractors will take all reasonable steps to ensure that disabled individuals have the maximum opportunity for the same level of aid, benefit or service as any other individual.

**2.45 FAIR EMPLOYMENT AND HOUSING ACT ADDENDUM.** During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or

person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's non-discrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101 and 1102; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations. Such action shall include, but not be limited to, the following: employment, upgrading, promotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State or local agency setting forth the provisions of this Fair Employment and Housing Section.

The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment and Housing Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment and Housing section of this contract.

Remedies for willful violation include:

(a) The State or local agency may determine a willful violation of the Fair Employment and Housing provision to have occurred upon receipt of a final judgement having that effect from a court in an action to which Contractor was a party; or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that the Contractor has violated the Fair Employment and Housing Act and has issued an order or obtained an injunction under Government Code Section 12900, et seq.

(b) For willful violation of this Fair Employment and Housing provision the State or local agency shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State or local agency in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State or local agency may deduct from any monies due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State or local agency.

## **2.46 DIGGING TRENCHES OR EXCAVATIONS.**

2.46.1 Trenching shall be done in accordance with the California Labor Code Section 6705, 6706, and 6707.

2.46.2 Pursuant to Public Contract Code section 7104, the Contractor is hereby notified as follows:

Any public works contract of a local public entity which involves digging trenches or other excavations that extend deeper than four feet below the surface and shall contain a clause which provides the following:

(a) That the Contractor shall promptly, and before the following conditions are disturbed, notify the public entity, in writing, of any:

- (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
- (2) Subsurface or latent physical conditions at the site differing from those indicated.

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

(b) That the public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the contract.

(c) That, in the event that a dispute arises between the public entity 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 contracting parties.

2.46.3 Digging trenches or excavations shall be in accordance with the California Government Code Section 4216, the California Business and Professions Code Section 7110 and the CalOSHA Regulation Title 8 Chapter 4 Subchapter 4 Article 6 Section 1541.

**2.47 UTILITY RELOCATION.** Pursuant to Government Code section 4215, the Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. The Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay is caused by the failure of the County of the utility owner to provide for removal or relocation of such utility facilities.

**2.48 NOTICE**

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: GSA Purchasing  
1010 10<sup>th</sup> Street, Suite 5400  
Modesto, CA 95354

To Contractor: RFI Enterprises, Inc.  
4234 N. Freeway Blvd., Suite 100  
Sacramento, CA 95834

**2.49 FINAL PAYMENT.**

**A. FINAL PAYMENT**

1. As soon as practicable after all required Work is completed in accordance with Contract Documents, including punch list, testing, record documents and Contractor maintenance after Final Acceptance, Contractor shall submit its Application for Final Payment.



2. Provided Contractor has met all conditions required for Final payment, Owner will pay to Contractor, in manner provided by law, unpaid balance of Contract Sum of Work (including, without limitation, retentions), or whole Contract Sum of Work if no progress payment has been made, determined in accordance with terms of Contract Documents, less sums as may be lawfully retained under any provisions of Contract Documents or by law.

#### B. FINAL ACCOUNTING

1. Prior progress payments and change orders shall be subject to audit and correction in the final payment.
2. Contractor and each assignee under an assignment in effect at time of final payment shall execute and deliver at time of final payment, and as a condition precedent to final payment, an Agreement and Release of Claims.

#### **2.50 CLAIMS UNDER \$375,000.**

The provision of Article 1.5 (commencing with section 20104) of Chapter 1 of Part 3 of the Public Contract Code, relating to the resolution of construction Claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency are hereby incorporated in this Contract and set forth below.

20104. (a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" has the same meaning as in Sections 3100 and 3106 of the Civil Code, except that "public work" does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

20104.2. For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

**20104.4. The following procedures are established for all civil actions filed to resolve claims subject to this article:**

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

**20104.6. (a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.**

**(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.**

## **2.51 ALL CLAIMS.**

Notwithstanding section 2.50, the provisions of Chapter 9 (commencing with section 9204) of the Public Contracts Code shall apply to any Claims under this Contract; and is hereby incorporated into this contract as set forth below.

**9204. (a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.**

**(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.**

**(c) For purposes of this section:**

**(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:**

**(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.**

**(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.**

**(C) Payment of an amount that is disputed by the public entity.**

**(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.**

**(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.**

**(B) "Public entity" shall not include the following:**

**(i) The Department of Water Resources as to any project under the jurisdiction of that department.**

**(ii) The Department of Transportation as to any project under the jurisdiction of that department.**

**(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.**

**(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.**

**(v) The Military Department as to any project under the jurisdiction of that department.**

**(vi) The Department of General Services as to all other projects.**

**(vii) The High-Speed Rail Authority.**

**(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.**

**(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.**

**(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall**

provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish

reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

**2.52 EXAMINATION AND AUDIT.** Any contract exceeding \$10,000.00 is subject to examination and audit of the California State Auditor, at the request of the County for a period of three (3) years after the final payment under the contract (pursuant to Public Contract Code section 8546.7).

**EXHIBIT A**  
**TO**  
**AGREEMENT FOR PUBLIC WORKS OF IMPROVEMENT**

BID 18-32-AS: ELECTRONIC ACCESS CONTROL UPGRADE



General Services Agency  
Purchasing Division  
1010 10<sup>th</sup> Street, Suite #5400, Modesto, CA 95354  
Phone: (209) 525-6319  
Fax: (209) 525-7787

# INVITATION TO BID

## NO. 18-32-AS:

## ELECTRONIC ACCESS CONTROL SYSTEM UPGRADE

### BID INFORMATION:

<b>BID RESPONSE DATE:</b> June 20, 2018	<b>BID RESPONSE TIME:</b> NO LATER THAN 2:30 p.m.
<b>DELIVER BID RESPONSES TO:</b> Stanislaus County GSA Purchasing Division 1010 10 <sup>th</sup> St., Suite 5400 Modesto, CA 95354	
<p>Bidders are required to submit one (1) original and one (1) additional signed copy of their Bid response (including all required attachments) to the above address. Bids shall clearly be delivered in a sealed envelope with the <u>project name</u>, <u>Bid number</u>, and <u>Bid response date</u> identified on the outside. Failure to do so may cause the Bid to be rejected.</p>	
<b>PRE-BID WALK DATE:</b> May 24, 2018	<b>PRE-BID WALK TIME:</b> 10:00 A.M.
<b>QUESTION DEADLINE:</b> June 7, 2018	
<p>All inquiries shall be submitted before 5:00 P.M. Pacific Time on the date shown above. Responses by the County and any change in requirements will be done in the form of a written Addendum. The receipt of any resulting Addendum must be acknowledged in accordance with the directions on the Addendum. Oral explanations or instructions given before the award of the Contract will not be binding upon the County.</p>	
<b>LOCATION OF PRE-BID CONFERENCE:</b> 801 11 <sup>th</sup> Street, Suite 1008 Modesto, CA 95354	
<b>MANDATORY ATTENDANCE AT PRE-BID CONFERENCE REQUIRED: YES</b> <i>If attendance is mandatory, failure to attend this conference will result in rejection of bid.</i>	
<b>THE COUNTY'S COST ESTIMATE FOR THIS PROJECT WILL NOT BE RELEASED BEFORE BIDDING CLOSES</b>	

**Any changes to this Bid are invalid unless specifically modified by Stanislaus County (County) and issued as a separate addendum document. Should there be any question as to changes to the content of this document, County's copy shall prevail. All addenda and notices related to this solicitation will be posted by County on Public Purchase. In the event this Bid is obtained through any means other than Public Purchase, County will not be responsible for the completeness, accuracy, or timeliness of the final Bid document.**

**BID DOCUMENT**  
**TABLE OF CONTENTS**

**Informational Documents**

- Pg. 3 - Introduction
- Pg. 5 - General Conditions and Instructions to Bidders
- Pg. 9 – Additional Terms and Conditions
- Pg. 10 - Sample Form of Agreement (including Terms & Conditions, and Insurance Requirements)
- Pg. 31 - Sample Form of Performance Bond
- Pg. 32 - Sample Form of Payment Bond

**Forms (submit with Bid)**

- Pg. 33 - Form of Bid (Pricing)
- Pg. 35 - Form of Bid (Addenda Acknowledgement)
- Pg. 36 - Form of Bid (Subcontractor List)
- Pg. 37 - Non-Collusion Affidavit
- Pg. 38 - Non-Discrimination of Individuals with Disabilities
- Pg. 39 - Local Vendor Preference
- Pg. 40 - Form of Bid Bond



**INTRODUCTION**

**A. OVERVIEW**

The County of Stanislaus Facilities Maintenance Department is seeking proposals from qualified and experienced Contractors for Electronic Access Control Upgrade located at 801 11<sup>th</sup> Street, Suite 108. Contractor will provide all necessary components and/or labor for a turnkey system to meet the objective of a modifying an existing access control system.

Refer to the attached "Exhibit A" for additional Scope of Work information.

Particular attention is directed to the "General Conditions and Instructions to Bidders", the "Specifications/Drawings/Scope of Work", "Additional Terms and Conditions" and the "Agreement Terms and Conditions" which are to be followed in all respects. In particular, attention is directed to the Non-Discrimination clause contained in the Contract General Conditions, Section 2.44 which complies with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and Title II of the Americans with Disabilities Act (42 U.S.C. 12132).

Pursuant to sections 1770 and 1773 of the California Labor Code, the County's Board of Supervisors has ascertained the general prevailing rate of per diem wages applicable to the work to be done for straight time, overtime, Saturday, Sunday and Holiday Work, which the successful Proposer shall be required to pay. These wage rates are set forth by the Director of the Department of Industrial Relations (DIR) now on file with the Department of Public Works, and which shall become a part of any Contract or Agreement resultant from this Bid. The terms "Contract" and "Agreement" are herein used interchangeably.

No contractor or subcontractor may be listed on a bid proposal for a public work project unless registered with the DIR pursuant to Labor Code section 1725.5 5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the DIR pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the DIR. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

Except as otherwise prohibited by law, the Bidder may provide a bond to eliminate the need for retention. If the Bidder so elects, Bidder shall deposit with the County securities with a value equal to the monies which would otherwise be withheld by the County. Said securities shall be as provided in Section 4590 of the California Government Code and shall be approved by the County as to both sufficiency and form.

NOTE: A contractor or subcontractor shall not be qualified to bid on, or 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, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 of the Labor Code at the time the contract is awarded.

**B. BID INTENT**

The County will contemplate issuing an award on the basis of a single bid for a complete project. As part of this Project, Bidder shall submit all required pricing which will be incorporated into the final contract agreement at time of award. Pricing is to be provided at prevailing wage, and the successful Bidder shall develop the project cost based on unit/task and price/rates. Work shall be authorized by a written and executed Agreement.

**C. SCOPE OF WORK / SCOPE OF SERVICES**

The Scope of Work / Scope of Services (SOW) is attached hereto as Exhibit A. Refer to the SOW for industrial hygienist recommendations, and/or exclusions (which may include permits and fees, removal of mold, electrical work, painting, tile, etc.).

**BID 18-32-AS: ELECTRONIC ACCESS CONTROL UPGRADE**

**D. SCHEDULE OF EVENTS**

<b>SCHEDULE OF EVENTS</b>		
<b>1</b>	<b>County Issues Request for Bid (BID)</b>	<b>May 11, 2018</b>
<b>2</b>	<b>Pre-Conference Meeting</b>	<b>May 24, 2018</b>
<b>3</b>	<b>Question Deadline (see time on Page 1)</b>	<b>June 7, 2018</b>
<b>4</b>	<b>Submission Deadline (see time on Page 1)</b>	<b>June 20, 2018</b>

The following Schedule of Events represents the County's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be prior to 5:00 p.m., Pacific Daylight Time. The County reserves the right, at its sole discretion, to adjust this schedule as it deems necessary.

Proposers shall direct any questions or requests for clarification in writing to the RFP Point of Contact (or designee) named below in the Additional Terms and Conditions, Section B - Bid Inquires. Proposers seeking information related to this BID, including the scope of services described herein, obtained from sources other than the BID Point of Contact (or designee) do so at their own risk. The County cannot be responsible for the completeness, accuracy, or timeliness of such information.

**BID 18-32-AS: ELECTRONIC ACCESS CONTROL UPGRADE**

**GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDER**

**No Bid is in legal form unless in full compliance with the following instructions:**

1. Bid must be submitted on the Form of Bid provided by Stanislaus County GSA Purchasing Division (Purchasing). All items shall be filled in and the signatures of all persons signing shall be written in longhand. Bids not submitted on the form(s) provided **may not** be accepted or considered for award by Purchasing.

Mistakes must be corrected and the correction inserted; the person signing the Bid must initial the correction in ink.

Bids shall clearly identify the project name, bid number, and bid response date on the outside of the envelope and be delivered in a sealed envelope, no later than 2:30 p.m., to:

Stanislaus County GSA Purchasing Division  
1010 10th Street, Suite 5400  
Modesto, CA 95354

Bids received after that time shall be returned unopened to the respective Bidder and shall not be considered for evaluation. Bids shall be opened in public at 2:30 p.m. on said date at the above location.

Bids may not be delivered orally, by facsimile transmission, or by other telecommunication or electronic means, unless specifically requested in writing by Purchasing.

2. Alternate Bids shall be considered unless otherwise stipulated.
3. The principal protection of the County interests in the case of default or other failure to perform shall be by means of bonds.
  - a) Bidder's Security  
If required, Bidder's security shall take the form of a bond, a cashier check, or a certified check, representing the Bidder's firm commitment to stand behind the Bid price. The Bidder's bond shall be prepared and guaranteed by an admitted corporate surety made payable to the "County of Stanislaus" or the certified check shall be issued and certified by a responsible bank or banker. Bidder's security shall be in the amount of ten percent (10%) of the total bid, unless otherwise specified. The bond or check shall be retained by the County of Stanislaus as liquidated damages should the undersigned be awarded the Contract and fail to execute the Contract and furnish satisfactory bonds according to the conditions herein specified. Otherwise, said Bidder's bond or check will be returned to the respective Bidder within ten (10) days after the bids are opened, except those which Purchasing elects to hold until the successful bidder has executed the contract. Thereafter, all remaining cash or checks, including that of the successful bidder, will be returned within five (5) days.
  - b) Performance Bonds  
A Performance Bond may be required to secure fulfillment of all of the Bidder's obligations under the contract. Before the execution of the contract or awarding of a Bid by the County, if a Performance Bond is required, the successful Bidder shall file with the County a surety bond satisfactory to the County in the amounts noted. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in California and secured through an authorized agent with an office in California. Bidder shall pay all bond premiums, costs and incidentals.
  - c) Payment Bonds  
If required to assure the Bidder's full discharge of its obligations to subcontractor, suppliers, and other labor used on the project, the successful Bidder shall file with the County a surety bond issued by a California admitted surety in the amounts noted.
4. The County reserves the right to waive any informalities or minor irregularities in connection with Bids received.
5. All provisions of the County code are applicable to any Bid submitted or contract awarded pursuant thereto.
6. Cash Discounts. Cash discounts offered for payment in less than twenty (20) days will not be considered as a basis of award. Cash discounts offered for payment in twenty (20) or more days will be subtracted from the total Bid price for the purposes of Bid evaluation. Any cash discount offered by the successful bidder will be accepted by the County, whether or not it was considered as a basis of award. All cash discounts, if taken, shall be computed from the date of delivery or completion and acceptance of material, or from date of receipt of invoice, whichever is latest.

## BID 18-32-AS: ELECTRONIC ACCESS CONTROL UPGRADE

7. Within thirty (30) days after the Bid opening, a contract may be awarded by the County to the lowest responsive, responsible bidder, subject to the right of the County to reject all Bids, as it may deem proper in its absolute discretion. The time for awarding a contract may be extended at the sole discretion of the County, if required to evaluate Bids or for such other purposes as the County may determine, unless the bidder objects to such extension in writing with his Bid.
8. Bidder shall submit the following documents as a response to this Bid:
  - a. Complete, sign, and return all Forms as indicated, including Bidder's Bond.
  - b. Complete and sign a W9 form (Request for Taxpayer Identification Number and Certification).
9. Stanislaus County does not discriminate on the basis race, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, military and veteran status, or ownership by women or minorities.
10. Purchasing reserves the right to reject any or all Bids. Without limiting the generality of the foregoing, any bid which is incomplete, obscure, or irregular may be rejected. Any bid having erasures or corrections in the price sheet may be rejected. Any bid which omits a bid on any one or more items in the price sheet may be rejected. Any bid in which unit prices are obviously unbalanced may be rejected. Any bid accompanied by an insufficient or irregular bidder's bond may be rejected. Any bid which does not include and have attached a list of all subcontractors, complete with names and addresses, may be rejected.

Also, Purchasing reserves the right to reject the bid of any bidder who is not responsible. The successful bidder shall be licensed by the State of California to perform the work required by the plans and specifications and shall endorse his license number on the bid. The Board may require additional evidence of experience, financial responsibility, or corporate existence, at its option. Each bidder shall endorse his address to which notices hereunder may be directed on the bid.

A bidder may be deemed not to be responsible and his bid rejected if a listed subcontractor is not responsible. Responsibility of any bidder or of any listed subcontractor shall be determined at Purchasing's sole discretion.

### 11. Protest and Appeal Procedures

#### a. General

Potential bidders, proposers, contractors, and sub-contractors wishing to protest or appeal a procurement or contracting decision by Purchasing must follow the procedures provided by this section. Protests or appeals which are not submitted in accordance with these procedures will not be reviewed.

#### b. Definitions

For the purposes of this procedure:

- (1) "Bid" includes the term "offer" or "proposal" as used in the context of formal, informal, or negotiated procurements.
- (2) "Chief Executive Officer" means the Stanislaus County Chief Executive Officer.
- (3) "Days" means working days of the County of Stanislaus.
- (4) "Filing Date" or "Submission Date" means the date of receipt by Purchasing.
- (5) "Interested Party" means an actual or prospective bidder or proposer.
- (6) "Purchasing Agent" means the Stanislaus County Purchasing Agent.

#### c. Protest Procedure

- (1) Any Interested Party may file a written protest with the Purchasing Agent not later than five (5) days after date of mailing a Notice of Intended Award.
- (2) The protest shall be physically delivered or sent by registered mail to the Purchasing Agent.
- (3) The protest must be physically received by the Purchasing Agent before 5:00 PM local time on the last day of the five (5) day protest period.
- (4) The protest filed with the Purchasing Agent shall:
  - a. Include the name, address, and business telephone number of the protestor;
  - b. Identify the project under protest by name, RFP/quotation/bid number, and RFP/quotation/bid date;
  - c. Contain a concise statement of the grounds for protest; provided, however, RFP or bid process and procedures, including evaluation criteria, shall not be proper grounds for protest. Concerns related to those issues must be raised and addressed, prior to the bid or proposal opening date to allow adjustments before evaluation of bids or proposals; and

## BID 18-32-AS: ELECTRONIC ACCESS CONTROL UPGRADE

- d. Include all supporting documentation, if any. Documentation submitted after filing the protest will not be considered during review of the protest or during any appeal.

### d. Protest Review

- (1) Upon receipt of a protest, the Purchasing Agent shall review all the submitted materials and shall create and retain a written record of the review. The Purchasing Agent shall respond in writing at least generally to each material issue raised in the protest not later than ten (10) days after receipt of the protest.
- (2) If the protested procurement involves federal funds, the Purchasing Agent shall give notice to the interested party that he or she has the right to appeal to the appropriate federal agency which shall be identified by name and address. An appeal hereunder shall be filed with the appropriate agency within five (5) working days of the dispatch of rejection notices to the interested parties.
- (3) Purchasing Agent decisions may be appealed in writing to the Chief Executive Officer or his/her designee(s), with a copy to the Purchasing Agent, not later than ten (10) days after date the Purchasing Agent's decision is mailed to the protesting party. A bid appeal review committee comprised of the Chief Executive Officer or designee, the Chairman and Vice Chairman of the Board shall review and decide the appeal based on the grounds and documentation set forth in the original protest to the Purchasing Agent. The appealing party may be represented by legal counsel if desired. Each party shall bear its own costs and expenses involved in the protest and appeal process, including any subsequent litigation. The decision of the bid appeal review committee shall be final.
- (4) If the protested procurement involves Federal funds, interested parties may have the right to appeal to the appropriate Federal agency. When applicable, the Purchasing Agent shall give notice to the interested party that he or she has the right to such an appeal and shall identify the Federal agency by name and address. When applicable, an appeal hereunder shall be filed with the appropriate agency within five (5) working days of the dispatch of rejection notices to the interested parties.

### 12. Contract Debarment

The regulations guiding Contractor Debarment are found in the Federal Acquisition Regulation (FAR), subpart 9.4 – Debarment, Suspension, and Ineligibility.

When a procurement or contract involves the use of Federal Funding, the Purchasing Agent (or designee) is required to determine if the contractor or subcontractor has been debarred, suspended, or proposed for debarment.

The Federal General Services Administration operates the web-based Excluded Parties List System (EPLS), which names all contractors debarred, suspended, proposed for debarment, declared ineligible, or excluded or disqualified under the non-procurement common rule (FAR 9.404 b 1).

Contractors debarred, suspended, or proposed for debarment are excluded from receiving contracts. Purchasing shall not solicit offers from, award contracts to, or consent to subcontracts with these contractors, unless the Purchasing Agent determines that there is a compelling reason for such action. Contractors debarred, suspended, or proposed for debarment are also excluded from conducting business with the County as agents or representatives of other contractors (FAR 9.405 a).

Contractors included in the EPLS as having been declared ineligible on the basis of statutory or other regulatory procedures are excluded from receiving contracts, and if applicable, subcontracts, under the conditions and for the period set forth in the statute or regulation. Purchasing shall not solicit offers from, award contracts to, or consent to subcontracts with these contractors under those conditions and for that time period (FAR 9.405 b)

Contractors debarred, suspended, or proposed for debarment are excluded from acting as individual sureties (FAR 9.405 c).

After the opening of bids or receipt of proposals, the Purchasing Agent (or designee) shall review the EPLS. Bids received from any listed contractor in response to an invitation for bid shall be rejected unless the Purchasing Agent determines there is a compelling reason to consider the bid. Proposals, quotations, or offers received from any listed contractor shall not be evaluated for award or included in the competitive range, nor shall discussions be conducted with a listed offeror during a period of ineligibility, unless the Purchasing Agent determines that there is a compelling reason to do so. If the period of ineligibility expires or is terminated prior to award, the Purchasing Agent may, but is not required to, consider such proposals, quotations, or offers. Immediately prior to award, the Purchasing Agent (or designee) shall again review the EPLS to ensure that no award is made to a listed contractor (FAR 9.405 d 1-4).

### 13. Federal E-Verify Contracting Regulations

As of September 8, 2009, the U.S. Citizenship and Immigration Services' have required federal contractors and subcontractors to begin using the E-Verify system to verify their employees' eligibility to legally work in the United States. E-Verify is an internet

## **BID 18-32-AS: ELECTRONIC ACCESS CONTROL UPGRADE**

based online system operated jointly by the Department of Homeland Security (DHS) and the Social Security Administration (SSA) that confirms the identify information provided on the applicant or employee's I-9 form.

The new regulation only affects federal contractors who are awarded a new contract after September 8, 2009 that includes the E-Verify Clause. Federal contractors agree, through language included in their federal contracts, to use E-Verify to check the eligibility of employees hired and current employees who perform contract services during the contract term. The same clause will also be required in subcontracts over \$3,000 for services and construction. Contracts that are exempt from this rule are those that are for less than \$100,000 and those that are for commercially available off-the-shelf items.

If your company is awarded a federal contract that includes the E-Verify clause, your company will be required to enroll in E-Verify within thirty (30) days from the contract award date. This process will require your companies Human Resource Department to use the E-Verify system to verify the employment eligibility of all new hires and any existing employees directly working on the federal contracts.

Failure to adhere to this new standard may jeopardize your Federal contracting status. Further information and instructions are available at [www.uscis.gov/e-verify](http://www.uscis.gov/e-verify).

14. If mutually agreeable to all parties, the issuance of any resultant agreement/purchase order referencing the scope of services and modified by mutual agreement between all parties may be extended to other government or publicly funded agencies. It shall be understood that all terms and conditions as specified in the agreement shall apply,

**SUBJECT TO PARAGRAPH 5 ABOVE, THE COUNTY CANNOT ACCEPT A BID FAILING TO COMPLY WITH ANY OF THE ABOVE STATED REQUIREMENTS.**

## BID 18-32-AS: ELECTRONIC ACCESS CONTROL UPGRADE

### ADDITIONAL TERMS AND CONDITIONS

#### A. Address Change

Vendors are responsible for notifying Purchasing of any change of address, business ownership, business name change, etc. Failure to do so may result in vendor(s) not being notified of bid opportunities and subsequent award of contract(s). All changes of address are to be provided in writing on company letterhead and mailed to Purchasing at the address shown in Section B below.

#### B. Bid Inquiries

Questions regarding this bid shall be made in written form to:

Stanislaus County GSA Purchasing Division  
1010 10th Street, Suite 5400, Modesto, CA 95354  
Attn: BID No. 18-32-AS  
Fax: (209) 525-7787  
Email: GSA\_Purchasing@StanCounty.com

The Bidders shall carefully examine the Specifications, and satisfy themselves as to their sufficiency, and shall not at any time after submission of the bid, dispute or complain of such Specifications and the directions explaining or interpreting them.

Should a Bidder find discrepancies in, or omissions from, the Drawings, the Specifications/Scope of Work, or other contract documents, or should he/she be in doubt as to their meaning, he/she shall at once notify Purchasing. Notification is to be in written form and must be submitted at least **ten (10) days** prior to the bid opening date. Any interpretations by the County will be made in written form. Any change in requirements will be done in the form of written addenda. The receipt of any resulting amendment must be acknowledged in accordance with the directions on the amendment. **Oral explanations or instructions given before the award of the contract will not be binding.**

#### C. Interpretation of Addenda

Oral interpretations shall not be made to any bidder as to the meaning of any of the contract documents, or be effective to modify any of the provisions of the contract documents. Every request for an interpretation shall be made in writing referencing the bid number and project name, addressed and forwarded to Purchasing at the address provided in Section B above.

#### D. Printed Form of Bids

All Bids must be made upon the blank "Form of Bid" attached hereto, and shall be completed in accordance with the directions in the Form of Bid. Bidders shall give the price data in figures, and must sign the "Form of Bid."

#### E. Exceptions

The submission of a bid shall be considered an agreement to all the terms, conditions, and specifications provided herein and in the various bid documents, unless specifically noted otherwise in the bid.

#### F. Determination of Low Bidder

Except where Purchasing exercises the right reserved herein to reject any or all Bids, the contract will be awarded to the bidder who has submitted the lowest responsible and responsive bid determined by lowest total base bid amount based on the quantities given in the schedule. Quantities are approximate, only being as a basis for the comparison of bids. Purchasing reserves the right to increase, decrease or omit portions of the work as may be deemed necessary.

#### G. Local Vendor Preference

If applicable, subject to the conditions set by Stanislaus County Code 2.24.125, when submissions are evaluated, a five percent (5%) local preference shall be deducted from the total dollar amount bid by local vendors on competitive quotes and bids. The total amount of local preference granted in a single bid shall not exceed \$5,000 over a non-local vendor. The award shall be made at the full price of the quote or bid. Please see the Local Vendor Preference Notice attached hereto.

**BID 18-32-AS: ELECTRONIC ACCESS CONTROL UPGRADE**

**\*\*SAMPLE\*\***

**AGREEMENT**  
**(for Public Works of Improvement)**

This Agreement, made this [date], by and between [contract name] ("Contractor") and the COUNTY OF STANISLAUS ("County").

**ARTICLE I**

The Contractor will provide all the materials, tools, equipment and labor and perform all the work necessary to complete in a good workmanlike manner.

**BID NAME: Electronic Access Control System Upgrade**  
**BID NO.: 18-32-AS**

as set forth in the Bid of the Contractor and in accordance with the Bid, Notice to Bidders, Information for Bidders, General Conditions, plans and specifications, bonds, addenda, Exhibit A to this Agreement and any documents particularly required or provided, all of which are attached hereto and made a part hereof. All of the foregoing documents, together with this Agreement, comprise the contract.

**ARTICLE II**

All of the Work included in this contract is to be performed under the direction of the County, and in conformity with the true construction and meaning of the contract, as determined solely by the County.

**ARTICLE III**

No alterations in the Work shall be made except upon a written change order issued by the Stanislaus County Purchasing Agent. The amount to be paid by the County or to be deducted from the contract price by virtue of such alterations shall be detailed and stated in said change order and shall be approved in writing by the County and the Contractor.

Changes, additions, and alterations in the Work, may be ordered in writing by the Purchasing Agent of the County of Stanislaus in the form of a written change order.

**ARTICLE IV**

The Contractor shall commence the Work within [number] working days after the date specified in the Notice to Proceed given to it by the Purchasing Agent shall prosecute said Work in a prompt, diligent and workmanlike manner. The Contractor shall complete the Work within [number] Working Days unless extension or suspension of the Work is agreed to in writing by the County. Time is of the essence in this Agreement.

**ARTICLE V**

County shall pay to Contractor in due course and at the usual time for payment of County obligations after the last day of each month, ninety-five percent (95%) of the cost of the Work completed and material properly stored on the job site, which cost shall be determined by the County. A final payment of five percent (5%) of the contract price shall be due the Contractor 35 days after acceptance of the Work, provided that the Contractor furnishes to the County satisfactory evidence that all obligations for labor and materials have been satisfactorily fulfilled within the said 35 day period, and further provided that no payment shall be construed to be an acceptance of defective work or improper materials.

Except as otherwise prohibited by law, Contractor may elect to receive all payments due under the contract without any retention. If Contractor so elects, it shall deposit with County securities with a value equal to the monies, which would otherwise be withheld by the County. Said securities shall be as provided in Section 22300 of the Public Contract Code and shall be approved by County as to both sufficiency and form.



**BID 18-32-AS: ELECTRONIC ACCESS CONTROL UPGRADE**

**\*\*SAMPLE\*\***

**ARTICLE VI**

Prior to commencing the Work, the Contractor shall file a bond issued by a surety company, approved by the County, and in the form acceptable to the County in the amount of one hundred percent (100%) of the contract price for the faithful payment and satisfaction of all lawful claims of all persons for labor and materials furnished in the prosecution of the contract Work. Prior to commencing the Work, the Contractor shall file a bond issued by a surety company, approved by the County, and in the form acceptable to the County in the amount of one hundred percent (100%) of the contract price to guarantee the faithful performance of the contract.

**ARTICLE VII**

The Contractor shall take out and maintain during the life of the contract the insurance required and listed in the General Conditions, Section 2.14, of the contract documents.

**ARTICLE VIII**

When the Work is completed and ready for final inspection, the Contractor shall notify the County which shall make such final inspection within five (5) days after notice.

If the County shall approve the Work and find that the Work is complete and ready for acceptance and shall accept the same, the final payment of the contract price shall be due as provided in Article V, hereof.

**ARTICLE IX**

Contractor shall comply with all the provisions of state and local laws relating to contracts for the prosecution of public works. Pursuant to law, the County has ascertained the general prevailing rate of per diem wages in the locality of the work for each craft or type of workman required for performance of the contract, which rates are as stated in the Invitation to Bidders, and the Contractor shall be required to pay not less than said prevailing rates. Contractor is required to post a copy of these prevailing wage rates at the job site.

**ARTICLE X**

Whenever any act is directed to be done or notice directed to be given by or to the County hereof, the same may be done or given by or to the Purchasing Agent.

**ARTICLE XI**

The Contractor shall not assign the contract or sublet it as a whole without the written consent of the County, nor shall the Contractor assign any monies due or to become due to him hereunder without the previous written consent of the County. Contractor shall comply with the Subcontractor Listing Law. This contract shall be binding upon the parties hereto, their heirs, successors, assigns, subcontractors, and legal representatives.

**ARTICLE XII**

Any alteration or alterations made in this contract, or any part hereof, shall not operate to release any surety from liability of any bond given pursuant to the provisions of this contract and the consent of such surety to such alteration or alterations is hereby given, the surety expressly waiving hereby the provisions of Section 2819 of the Civil Code.

**ARTICLE XIII**

Neither the final certificate nor payment, nor any provision of the related documents, shall relieve the Contractor of responsibility for faulty workmanship or materials, and less otherwise specified, he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom which shall appear within a period of one (1) year from the date

**BID 18-32-AS: ELECTRONIC ACCESS CONTROL UPGRADE**

**\*\*SAMPLE\*\***

of filing Notice of Completion. The County shall give notice of observed defects with reasonable promptness. All questions arising under this Article shall be decided by the Purchasing Agent.

**COUNTY OF STANISLAUS**

**[contractor]**

By: \_\_\_\_\_  
Keith D. Boggs, Assistant Executive Officer,  
GSA Director/Purchasing Agent  
"County"

By: \_\_\_\_\_  
[name]  
[title]  
"Contractor"

APPROVED AS TO CONTENT:  
[Department]

By: \_\_\_\_\_  
[name]  
[title]

APPROVED AS TO FORM:  
John P. Doering  
County Counsel

By: \_\_\_\_\_  
[name of attorney]  
[title]

## BID 18-32-AS: ELECTRONIC ACCESS CONTROL UPGRADE

**\*\*SAMPLE\*\***

### GENERAL CONDITIONS.

**2.01 OWNER.** The term "Owner", where used herein, shall mean the County of Stanislaus, a political subdivision of the State of California.

**2.02 BOARD.** The term "Board", where used herein, shall mean the Stanislaus County [department] of the County of Stanislaus, California.

**2.03 ENGINEER.** The Stanislaus County Purchasing Agent [or department representative's title] shall supervise and be responsible for the Work, and whenever the word "Director" or the word "Engineer" is used herein, it shall mean the Purchasing Agent [or department representative's title] of the County of Stanislaus, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties delegated to them.

**2.04 CONTRACTOR.** The term "Contractor", where used herein, shall mean the Contractor to whom the contract for the Work described and specified herein has been awarded to by the Board.

**2.05 SUBCONTRACTOR.** The term "Subcontractor", where used herein, includes only those having a direct contract with the Contractor for the Work or portion of the Work described and specified herein.

**2.06 WORK.** The term "Work", where used herein, includes all labor, materials and any necessary equipment required for complete performance of the contract.

**2.07 CONTRACT DOCUMENTS.** The term "Contract Documents", where used herein, includes the following: The Notice to Bidders, the Instructions to Bidders, the General Conditions, the plans and specifications, the bid, the Agreement, the general bond and insurance certificates. The contract documents are complementary, and what is called for by one shall be as binding as if called for by all.

**2.08 PLANS AND SPECIFICATIONS.** The term "Plans and Specifications", where used herein, shall mean and include all specifications and provisions of any kind, whether general, detailed or otherwise, relating to the labor, equipment, material or work in the installation thereof, and the plans and drawings, if any, accompanying same which are made a part hereof.

**2.09 AGREEMENT.** The Contractor to whom the Work is awarded shall, within ten days after receipt of the contract documents as mailed by the Purchasing Agent [or department], enter into an agreement with the owner. The form of agreement is attached herein and made a part of these General Conditions.

**2.10 MATERIAL, LABOR, EQUIPMENT AND OTHER FACILITIES.** Unless otherwise provided, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, lights, power, transportation and other facilities necessary for the execution and completion of the Work.

**2.11 PERMITS AND LICENSES.** All permits and licenses necessary for the prosecution of the Work shall be secured and paid for by the Contractor, except those secured by Owner and so noted.

**2.12 INSPECTION OF WORK.** A representative of the Owner shall, at all times, have access to the Work and the Contractor shall provide proper facilities for such access and for inspection. The Contractor's attention is directed to Government Code Section 1126 and Stanislaus County Purchasing Agent [or department] regulations wherein the Owner's representative is prohibited from accepting from the Contractor, his employees, and subcontractors any gratuity, gift, service or material of any value or use of equipment or facilities, and agrees to abide by the section and regulations.

**2.13 BONDS.** The Contractor shall furnish and deliver to the Board a surety bond in the amount equal to one hundred percent (100%) of the contract price to guarantee the faithful performance of the contract, and a surety bond in an amount equal to one hundred percent (100%) of the contract price for the faithful payment and satisfaction of all lawful claims of all persons for labor and material furnished and the prosecution of the contract. Such surety bonds shall be issued by a

## BID 18-32-AS: ELECTRONIC ACCESS CONTROL UPGRADE

**\*\*SAMPLE\*\***

corporation duly and legally licensed to transact surety business in the State of California and approved by the Board. All participating signatures on the bonds shall be notarized.

### **2.14 INSURANCE.**

Coverage Required: Contractor shall obtain, and maintain at all times during the term of this Agreement, insurance coverage in the amounts and coverage specified in the attached "Exhibit B."

### **2.15 DEFENSE AND INDEMNIFICATION.**

**2.15.1** Owner and each of its officers, employees, consultants and agents including, but not limited to, the Board, Project Manager and each Owner's Representative, shall not be liable or accountable in any manner for loss or damage that may happen to any part of the Work; loss or damage to materials or other things used or employed in performing the Work; injury, sickness, disease, or death of any person; or damage to property resulting from any cause whatsoever except their sole negligence, willful misconduct or active negligence, attributable to performance or character of the Work, and Contractor releases all of the foregoing persons and entities from any and all such claims.

**2.15.2** To the furthest extent permitted by law (including without limitation California Civil Code §2782), Contractor shall assume defense of, and indemnify and hold harmless, Owner and each of its officers, employees, consultants and agents, including but not limited to the Board, Project Manager and each Owner's Representative, from claims, suits, actions, losses and liability of every kind, nature and description, including but not limited to claims and fines of regulatory agencies and attorney's fees and consultant's fees, directly or indirectly arising out of, connected with or resulting from performance of the Work, failure to perform the Work, or condition of the Work which is caused in whole or part by any act or omission of Contractor, Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, resulting from any cause whatsoever except their sole negligence, willful misconduct or active negligence.

**2.15.3** With respect to third-party claims against Contractor, Contractor waives any and all rights to any type of express or implied indemnity against Owner and each of its officers, employees, consultants and agents including, but not limited to Owner, the Board, Project Manager and each Owner's Representative. Owner shall provide timely notice to Contractor of any third-party claim relating to the Contract Documents, in accordance with Section 9201 of the California Public Contract Code.

**2.15.4** Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its Subcontractors of any tier, or the officers or agents of any of them.

**2.15.5** To the furthest extent permitted by law (including, without limitation, Civil Code §2782), the indemnities, releases of liability and limitations of liability, claims procedures, and limitations of remedy expressed throughout Contract Documents shall apply even in the event of breach of Contract, negligence (active or passive), fault or strict liability of the party(ies) indemnified, released, or limited in liability, and shall survive the termination, rescission, breach, abandonment, or completion of the Work or the terms of the Contract Documents. If Contractor fails to perform any of these defense or indemnity obligations, Owner may in its discretion back charge Contractor for Owner's costs and damages resulting therefrom and withhold such sums from progress payments or other Contract moneys which may become due.

**2.15.6** The indemnities in the Contract Documents shall not apply to any indemnified party to the extent of its sole negligence or willful misconduct; nor shall they apply to Owner or other indemnified party to the extent of its active negligence.

**2.16 ASSIGNMENT OF CONTRACT.** Contractor shall not assign the contract or sublet it as a whole without written consent of the owner, nor shall the Contractor assign any monies due or to become due to him hereunder without the written consent of the Owner.

**2.17 PREVAILING WAGES.** Pursuant to Labor Code section 1771, the work under this Agreement is subject to the provisions of Article 2 (commencing with section 1770) of Chapter 1 of Part 7 of Division 2 of the Labor Code, and the Contractor shall pay all workers the general prevailing rate of per diem wages applicable to the work to be done for

## BID 18-32-AS: ELECTRONIC ACCESS CONTROL UPGRADE

**\*\*SAMPLE\*\***

straight time, overtime, Saturday, Sunday and holiday work. These wage rates, which are set forth by the Director of the Department of Industrial Relations, are now on file with the Department of Public Works and are a part of this Agreement. The Contractor shall post a copy of these prevailing wage rates on the job site.

**2.18 REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS.** No Contractor or subcontractor may be listed on a bid proposal for a public work project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

CONTRACTOR HEREBY ATTESTS THAT CONTRACTOR AND ALL SUBCONTRACTORS ARE REGISTERED WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS ("DIR"). Senate Bill 854 requires that all contractors performing work on any public works project valued at more than \$1,000.00 must be registered with the DIR, and that all said contractors submit certified payroll reports directly to the DIR, unless excused. Failure to comply with this sections constitutes a material breach of this contract.

**2.19 PAYROLL RECORDS.** Pursuant to and in accordance with the provisions Labor Code section 1776, the Contractor shall keep accurate payroll records of employees performing work under this Agreement and shall make available for inspection certified copies such payroll records.

**2.20 EIGHT HOUR DAY.** Pursuant to and in accordance with the provisions of Labor Code sections 1810, 1811 and 1815, the time of service of any laborer, workman, or mechanic employed upon any of the work under this Agreement is limited and restricted to eight (8) hours during any one calendar day, and forty (40) hours during any one calendar week, except that work performed by employees of Contractors in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

**2.21 REQUIRED LISTING OF PROPOSED SUBCONTRACTORS.** Each bid shall have listed therein the name, license number and address of each subcontractor to whom the Bidder proposes to subcontract portions of the Work in the amount of 1/2 of one percent of his total bid or \$10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. A sheet for listing the subcontractors, as required herein, is included in the Bid. The Bidder's attention is invited to other provisions of said Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractor or by making unauthorized substitutions.

**2.22 STANDARD SPECIFICATIONS AND CODES.** All Work herein specified shall be performed in accordance with applicable sections of the following Standard Specifications or Codes which are herein named and hereby made a portion of these specifications. In a case of conflict between these specifications and said Standards, these specifications shall be paramount.

- Stanislaus County Code Title 16, Chap. 16.05
- Stanislaus County Code Title 16, Chap. 16.10
- Stanislaus County Code Title 16, Chap. 16.15
- Stanislaus County Code Title 16, Chap. 16.20
- Standard Specifications, State of California, Department of Transportation (2010)
- Stanislaus County Improvement Standards
- California Building Code (California Code of Regulations, Title 24, Part 2)

**2.23 TAXES.** Any federal, state or city tax payable on articles furnished by the Contractor under the contract shall be included in the contract price paid by the Contractor.

## BID 18-32-AS: ELECTRONIC ACCESS CONTROL UPGRADE

**\*\*SAMPLE\*\***

**2.24 TIME FOR COMPLETION.** The Work to be performed under this contract shall be completed as stated within ARTICLE IV of this Agreement [or other description for time for completion].

**2.25 DEFECTS IN WORK.** The Contractor shall be responsible for and must make good any defects through faulty, improper or inferior workmanship or materials arising or discovered in any part of this work within one (1) year after the completion and acceptance of the same.

**2.26 DEVIATION FROM PLANS AND SPECIFICATIONS.** No deviation shall be made from the plans and specifications. If the Contractor shall vary from the plans and specifications in the form of quality or in the Work or the amount or value of the materials herein provided for, the Owner shall have the right to order such improper work or materials removed, remade or replaced. In the event that the Work is ordered changed, any other work disturbed or damaged by such alteration shall be made good at the Contractor's expense.

**2.27 BRANDS.** Wherever the name or brand of a manufacturer or an article is specified herein, it is used as a measure of quality and utility or a standard. If the Contractor desires to use any other brand or manufacturer of equal quality and utility to that specified, he shall make application to the Owner in writing and submit samples, if requested. The Contractor shall have 35 days after the award of the contract for submission of data substantiating any such request for substitution of "equal" items. The Owners will then determine whether or not the name brand or article is equal in quality and utility to that specified, and its decision shall be final.

Except in those instances in which the product is designated to match others presently in use, specifications herein calling for a designated material, product, thing or service by specific brand or trade name shall be deemed to be followed by the words "or equal" so that Contractor may furnish any equal material, product, thing or service. The Contractor shall have thirty-five (35) days after award of the contract for submission of data substantiating a request for a substitution of "an equal" item, pursuant to Section 3400 of the Public Contract Code.

**2.28 NEW MATERIALS.** All materials used in the Work shall be new and the best market quality, unless specified or shown otherwise. All labor used on this contract shall be competent and skilled for the Work. All Work executed under this contract shall be done in the best, most thorough substantial and workmanlike manner. All material and labor shall be subject to the approval of the Engineer as to quality and fitness, and shall be immediately removed if it does not meet with his approval.

**2.29 ABANDONMENT OF WORK.** Should the Contractor abandon the Work called for under the plans and specifications and contract documents, or assign his contract, or if the Contractor unnecessarily and unreasonably delays the Work, or if the Contractor willfully violates any of the conditions of the plans and specifications or contract documents, or performs the Work in bad faith, the Owner shall have the power to notify the Contractor to discontinue all work or any part thereof under this contract, and thereupon the Contractor shall cease to continue said work or such part thereof as the Owner may designate, and the Owner shall thereupon have the power to employ such persons as it may consider desirable, and to obtain by contract, purchase, hire or otherwise, such implements, tools, material or materials as the Owner may deem advisable to work at and be used to complete the Work herein described, or such part thereof as shall have not been completed, and to use such material as it may find upon the site of said Work, and to charge the expense of such labor and material, implements and tools to the Contractor, and the expense so charged shall be deducted and paid by the Owner out of such monies as may be either due, or may at any time thereafter become due to the Contractor hereunder and by virtue of the contract.

In the case such expense is less than the sum which would have been payable under the contract, if the same had been completed by the Contractor, the Contractor shall be entitled to receive the difference, and in case such expense shall exceed the last said amount, then the Contractor or his bondsman shall pay the amount of such excess to the Owner on notice to either from the Owner the excess so due.

**2.30 EXTENSION OF TIME.** If it appears to the Contractor that he will not complete the Work herein specified in the time agreed, he shall make written application to the Owner at least five (5) calendar days prior to the expiration of the time for completion, stating the reasons why and the amount of extension which he believes he should be granted. The Owner may then, in its discretion, grant or deny such extension.

**BID 18-32-AS: ELECTRONIC ACCESS CONTROL UPGRADE**

**\*\*SAMPLE\*\***

**2.31 SUSPENSION OF WORK.** Should the Owner, for any cause, authorize a suspension of Work, the time of such suspension will be added to the time allowed for completion. Suspension of Work by order of the Board shall not be deemed a waiver of the claim of the Owner for damages for non-completion of the Work as above required.

**2.32 JUSTIFIABLE DELAYS.** The Contractor shall not be held responsible for delays in the completion of the Work caused by strikes, labor disturbances, lack or failure of transportation, war, inability to obtain materials due to war conditions, perils of the sea, insurrection, riot, acts of any government, whether foreign or domestic, federal or state, and/or any other causes similar to the foregoing which are beyond the control of and are not the fault of the Contractor, or if prevented by conditions directly resulting from the execution of contracts or the placing of orders by the Federal government or its authorized agencies or representatives, which are required by law to be given priority, but provided that whenever the Contractor shall claim that delays are due to any or all of the above named cause or causes of delay, request an extension of time in accordance with paragraph 2.27 of these General Conditions, and if the Board finds that such cause or causes of delay exist, it shall grant him an extension of time equal to the delay resulting from such cause or causes, or the Board may at its option, rescind said contract and pay said Contractor for the reasonable value of the Work completed and let a new contract for the completion of the remainder of the Work herein specified.

**2.33 PATENTS AND ROYALTIES.** If any material, composition, process or any other thing called for or required by the plans and specifications heretofore adopted by the Owner is covered by letter patent, all royalties and expenses thereof, all litigation therefrom, or other things whatsoever which may develop as a cost from the use of such material, composition, process or any other thing which is covered by letter patents shall be borne by the Contractor. The Contractor shall pay all license and/or royalty fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof.

**2.34 EXAMINATION OF SITE.** The Contractor shall be held to have examined the site, compared it with the drawings and specifications, and to have satisfied himself as to the conditions under which the Work is to be performed. No allowance or claims on his behalf will be made for any expense to which he may be put as a result or failure on his part to thoroughly acquaint himself with conditions at the site.

**2.35 DAMAGE TO OTHERS.** The Contractor shall exercise due caution during his operations so as not to damage the property of others or Owner's property not directly involved under the plans and specifications, and shall be responsible for the protection of this property and shall replace any and all such property to its former condition as a result of his failure to provide protection or exercise due caution during his operations.

**2.36 SURVEYS AND GRADES.** The Engineer shall establish permanent type reference monuments or posts for the alignment and elevations of all Work. For structures he will provide said monuments for reference data only. For general engineering contracts he shall provide the usual stakes sufficient for construction. The Contractor shall be charged with the responsibility of adequately protecting said stakes and monuments. The Contractor shall be requested to set supplemental posts for detailed construction needs.

**2.37 CORRECTION OF WORK AFTER FINAL PAYMENT.** Neither the final certificate nor final payment, nor any provision of the contract documents shall relieve the Contractor of responsibility for faulty materials or workmanship, and unless otherwise specified, he shall remedy any defects due thereto and shall pay for any damage or other work resulting therefrom which shall appear within a period of one year from the date of substantial completion. The Owner shall give notice of observed defects with reasonable promptness. All questions arising under this article shall be decided by the Board.

**2.38 CHANGES IN WORK.** The Owner, without invalidating the contract, may order extra work or make changes by altering, adding to or deducting from the Work, the contract sum being adjusted accordingly. All such work shall be performed under the conditions of the contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering the change. The Engineer shall have authority to make minor changes not involving extra cost and not inconsistent with the purpose of the Project.

The value of such extra Work or change shall be determined in one or more of the following ways:

## BID 18-32-AS: ELECTRONIC ACCESS CONTROL UPGRADE

**\*\*SAMPLE\*\***

- (a) By estimate and acceptance in a lump sum;
- (b) By unit prices named in the contract or subsequently agreed upon;
- (c) By cost and percentage and fixed fee.

Should conditions below surface of the ground be at variance with the conditions indicated by the drawings and specifications, the contract sum shall be equitably adjusted upon claim by either party made within a reasonable time after first observation of conditions.

The amount agreed upon as the value of any extra Work resulting from any change order shall constitute full and complete compensation for all overhead, labor, material, tools, and equipment furnished in the performance of Work required by that change order. Furthermore, the amount agreed upon as the value of extra Work for any change order shall be accepted by the Contractor as full and complete compensation for any and all claims of any nature whatsoever, including, but not limited to, any actual or alleged claims for compensation by Contractor, or any subcontractor of Contractor for delays occasioned by or in any way arising out of stoppage of the Work, coordination of the Work with others, or processing of that change order.

**2.39 CLEANING UP.** Contractor shall at all times keep the premises free from accumulations of waste material or rubbish as a result of this operation. Upon completion of Work he shall remove all rubbish, material and his equipment from the job and shall leave the job site in a "broom clean" or equivalent condition. In case of a dispute regarding this item, the Owner may remove rubbish or material and charge the cost to the several contractors as the authorized representative shall deem just.

**2.40 SUPERVISION.** The Contractor shall, at all times during the working hours of the contract, have a competent foreman or superintendent on the job who shall be authorized to act as an agent of the Contractor. Such agent shall be familiar with the type of work hereunder and be aware of the hazards and the safety rules relating to this particular type of construction. Ignorance or incompetence of a foreman shall be due cause for his removal from the job and cessation of work under this contract until the intent of this paragraph is fulfilled, without recourse by the Contractor for any extension of the time of completion as a result of the removal of such unsatisfactory agent.

**2.41 APPRENTICESHIP STANDARDS.** This contract is subject to the provisions in Sections 1777.5 (Chapter 1411, Statutes of 1968) and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under the Contractor. Section 1777.5, as amended, requires the Contractor or subcontractor employing tradesmen in any apprenticeable occupation to apply to the Joint Apprenticeship Committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases shall not be less than one to five, except:

- (a) When unemployment in the area of coverage by the Joint Apprenticeship Committee has exceeded an average of fifteen percent (15%) in the three (3) months prior to the request for certificate; or
- (b) When the number of apprentices in training in the area exceeds a ratio of one to five; or
- (c) When the trade can show that it is replacing at least 1/30 of its journeymen through apprenticeship training on an annual basis statewide or locally; or
- (d) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.



## BID 18-32-AS: ELECTRONIC ACCESS CONTROL UPGRADE

**\*\*SAMPLE\*\***

The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employees registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

The Contractor and any subcontractor under him shall comply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices.

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

**2.42 ASSIGNMENT OF ANTI-TRUST ACTIONS AND UNFAIR BUSINESS PRACTICE CLAIMS.** In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body 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 (Chapter 2 (commencing with section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

**2.43 EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The Contractor will in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status.

The Contractor will send to each labor union or other representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the workers' representative of the Contractor commitments under this agreement.

The Contractor agrees that it will comply with the provisions of Titles VI and VII of the Civil Rights Act, Revenue Sharing Act Title 31, U.S. Code Section 2716, and California Government Code Section 12990.

The Contractor agrees that it will assist and cooperate with the County of Stanislaus, the State of California and the United States Government in obtaining compliance with the equal opportunity clause, rules, regulations, and relevant orders of the State of California and United States Government issued pursuant to the Acts.

In the event of the Contractor's non-compliance with the discrimination clause, the affirmative action plan of this contract, or with any of the said rules, regulations or orders, this contract may be canceled, terminated, or suspended in whole or in part by the Owner.

**2.44 DISABLED INDIVIDUALS NON-DISCRIMINATION.** This Project is subject to Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794) and all requirements imposed by Title II of the Americans with Disabilities Act (42 U.S.C. 12132) and all guidelines and interpretations issued thereto. In this regard, the Owner and all of its contractors

## BID 18-32-AS: ELECTRONIC ACCESS CONTROL UPGRADE

**\*\*SAMPLE\*\***

and subcontractors will take all reasonable steps to ensure that disabled individuals have the maximum opportunity for the same level of aid, benefit or service as any other individual.

**2.45 FAIR EMPLOYMENT AND HOUSING ACT ADDENDUM.** During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's non-discrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101 and 1102; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or

the Code of Federal Regulations. Such action shall include, but not be limited to, the following: employment, upgrading, promotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State or local agency setting forth the provisions of this Fair Employment and Housing Section.

The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment and Housing Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment and Housing section of this contract.

Remedies for willful violation include:

(a) The State or local agency may determine a willful violation of the Fair Employment and Housing provision to have occurred upon receipt of a final judgement having that effect from a court in an action to which Contractor was a party; or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that the Contractor has violated the Fair Employment and Housing Act and has issued an order or obtained an injunction under Government Code Section 12900, et seq.

(b) For willful violation of this Fair Employment and Housing provision the State or local agency shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State or local agency in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State or local agency may deduct from any monies due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State or local agency.

### **2.46 DIGGING TRENCHES OR EXCAVATIONS.**

2.46.1 Trenching shall be done in accordance with the California Labor Code Section 6705, 6706, and 6707.

2.46.2 Pursuant to Public Contract Code section 7104, the Contractor is hereby notified as follows:

Any public works contract of a local public entity which involves digging trenches or other excavations that extend deeper than four feet below the surface and shall contain a clause which provides the following:

(a) That the Contractor shall promptly, and before the following conditions are disturbed, notify the public entity, in writing, of any:

**BID 18-32-AS: ELECTRONIC ACCESS CONTROL UPGRADE**

**\*\*SAMPLE\*\***

- (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
- (2) Subsurface or latent physical conditions at the site differing from those indicated.
- (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

(b) That the public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the contract.

(c) That, in the event that a dispute arises between the public entity 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 contracting parties.

2.46.3 Digging trenches or excavations shall be in accordance with the California Government Code Section 4216, the California Business and Professions Code Section 7110 and the CalOSHA Regulation Title 8 Chapter 4 Subchapter 4 Article 6 Section 1541.

**2.47 UTILITY RELOCATION.** Pursuant to Government Code section 4215, the Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. The Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay is caused by the failure of the County of the utility owner to provide for removal or relocation of such utility facilities.

**2.48 NOTICE**

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: [department info]

To Contractor: [contractor info]

**2.49 FINAL PAYMENT.**

**A. FINAL PAYMENT**

**BID 18-32-AS: ELECTRONIC ACCESS CONTROL UPGRADE**

**\*\*SAMPLE\*\***

1. As soon as practicable after all required Work is completed in accordance with Contract Documents, including punch list, testing, record documents and Contractor maintenance after Final Acceptance, Contractor shall submit its Application for Final Payment.
2. Provided Contractor has met all conditions required for Final payment, Owner will pay to Contractor, in manner provided by law, unpaid balance of Contract Sum of Work (including, without limitation, retentions), or whole Contract Sum of Work if no progress payment has been made, determined in accordance with terms of Contract Documents, less sums as may be lawfully retained under any provisions of Contract Documents or by law.

**B. FINAL ACCOUNTING**

1. Prior progress payments and change orders shall be subject to audit and correction in the final payment.
2. Contractor and each assignee under an assignment in effect at time of final payment shall execute and deliver at time of final payment, and as a condition precedent to final payment, an Agreement and Release of Claims.

**2.50 CLAIMS UNDER \$375,000.**

The provision of Article 1.5 (commencing with section 20104) of Chapter 1 of Part 3 of the Public Contract Code, relating to the resolution of construction Claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency are hereby incorporated in this Contract and set forth below.

20104. (a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" has the same meaning as in Sections 3100 and 3106 of the Civil Code, except that "public work" does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

20104.2. For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

**BID 18-32-AS: ELECTRONIC ACCESS CONTROL UPGRADE**

**\*\*SAMPLE\*\***

(c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

20104.4. The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

## BID 18-32-AS: ELECTRONIC ACCESS CONTROL UPGRADE

**\*\*SAMPLE\*\***

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

20104.6. (a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

### 2.51 ALL CLAIMS.

Notwithstanding section 2.50, the provisions of Chapter 9 (commencing with section 9204) of the Public Contracts Code shall apply to any Claims under this Contract; and is hereby incorporated into this contract as set forth below.

9204. (a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

**BID 18-32-AS: ELECTRONIC ACCESS CONTROL UPGRADE**

**\*\*SAMPLE\*\***

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The

**BID 18-32-AS: ELECTRONIC ACCESS CONTROL UPGRADE**

**\*\*SAMPLE\*\***

subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

**2.52 EXAMINATION AND AUDIT.** Any contract exceeding \$10,000.00 is subject to examination and audit of the California State Auditor, at the request of the County for a period of three (3) years after the final payment under the contract (pursuant to Public Contract Code section 8546.7).



EXHIBIT A

**PART 1 – GENERAL**

**1.01 SYSTEM DESCRIPTION**

See below

**1.02 SUMMARY**

Contractor will provide all necessary components listed below and labor, at Prevailing Wage, to meet the objective of a modifying an existing access control system. Contractor shall add a new Lenel 2220 Intelligent System Controller located on the first floor to control the basement, first and second floor readers. There is an existing panel on the fourth floor that will be used to control the third and fourth floors. Contractor is to furnish and install Lenel 1320 DRIM's and Altronix PD8 modules in the IT closets. Magnetic door contacts are to be mounted on top of the doors not the sides and REX devices at each new controlled door location. There are a total of twenty-nine (29) readers that will be required for this project. Please see Exhibits B through F for reader door locations. This project will also require ten (12) Contractor provided and installed Amseco HUSK-20 (or compatible) panic buttons with key reset to be used with twelve (12) County provided Seco-Larm mini strobe/sirens.

The panic buttons are to be located in the ten (10) interview rooms located in the basement along with one of the strobe/sirens located outside of the room above the door. When a panic button is pressed it is to activate the strobe outside of the corresponding door and activate one strobe/siren in the basement Admin area and one on the first floor to notify staff that there is an issue.

There are to be two different electrification methods:

Package One shall consist of a Von Duprin QEL kit, Command Access ETH2W4545-626 power transfer hinge, RP40 SE proximity card reader, door contact and REX device sixteen (16) total.

Package Two shall consist of an RCI L65U X32D electric strike, RP40 SE proximity card reader, door contact and REX device thirteen (13) total.

This is to be a turnkey system. There may be the need to install surface mount rigid conduit as well as surface mount door contacts. There will also be a need to modify the door jambs to allow for the installation of the electric strikes. There may also be some wall penetrations necessary.

**A. Access Control System:**

1. The access control system shall restrict access to controlled areas of the facility to persons with authorized photo ID proximity cards. Devices including proximity card readers at selective building internal doors for providing authorized access by area based on staff's security levels and classification.
  
2. System administrative programming functions including the addition and removal of employee cards, time schedules, activity reports, etc. shall be restricted to password protected access and specific computer locations. Multiple levels of programming access and programming locations shall be provided based on areas of responsibility.

**1.03 SUBMITTALS**

- A. Contractor shall provide a detailed "As Built" drawing which indicates wire runs, reader

## **BID 18-32-AS: ELECTRONIC ACCESS CONTROL UPGRADE**

locations both common physical location name and reader address including reader configuration information. County will provide contractor a set of building floor plans to use as template for "As Built" drawings.

### **1.04 QUALITY ASSURANCE**

A. CEC Compliance: Comply with Article 725 (Class 2 Power-limited Circuits).

### **1.05 COORDINATION**

A. Coordinate with the Owner for all programmable system functions and features using spreadsheets and/or other written documentation to gather user's inputs. Make all necessary program changes at no additional cost prior to final acceptance.

## **PART 2 – PRODUCTS**

### **2.01 MANUFACTURERS**

A. Firms regularly engaged in the design and manufacture of Access Control and Alarm Monitoring System's components and accessories, of types, sizes, capacities and characteristics required, whose products have been in satisfactory use in similar service for not less than 5 years.

B. Provide Access Control and Alarm Monitoring System's equipment and components including, but not limited to, the following materials or approved equal from other manufacturers:

1. Access Control Software: Lenel version 6.6.287 already in place
2. Access Control Hardware: Von Duprin - RCI - Command Access

C. All contractors bidding on this work shall be fully authorized Lenel resellers/VAR. All Contractors at time of bid MUST have on staff a factory certified Lenel System Programmer to both program the system and train county staff if necessary.

### **2.02 SYSTEM OVERVIEW**

A. Software package is already in place for existing system – provide any additional licenses if necessary.

### **2.03 FIELD HARDWARE POWER SUPPLIES**

A. Power Supplies for field hardware shall be designed specifically for the system equipment installed.

### **2.04 PROXIMITY CARD READER**

A. The card reader reads the encoded data from the access card and transmits the data back to the host panel, giving an audible and visual indication of a properly read card.

### **2.05 SOURCE QUALITY CONTROL**

A. Ensure that all systems are tested before they are shipped to the jobsite.

## **PART 3 – EXECUTION**

### **3.01 INSTALLATION**

A. Comply with manufacturer's recommendations, procedures and standards for the assembly and operation of the Access Control system. Wire to wire-nut leads, terminal strips, connector plugs, or other termination methods equally acceptable to the Owner.

## **BID 18-32-AS: ELECTRONIC ACCESS CONTROL UPGRADE**

B. All door hardware field conductors are classified as Class-1 wiring, and their conduits shall only be routed to the designated Class-1 gutter. All other field device conductors under other Sections are classified as Class-2 wiring, unless otherwise noted, and their conduits shall only be routed to the designated Class-2 gutter.

C. Provide sufficient quantity of power supplies of CEC, Class 2 capacity, to power all door monitoring switches, and dry contact interfaces between relay output modules and their associated equipment. Furnish Altronix power supplies with PD8 power distribution modules for over voltage and short circuit protection.

D. Install and adjust components permanently with proper alignment, sufficient ventilation and cooling, and adequate access for maintenance. Layout cabinet with consideration given to equipment placement so that card access controller and modules are not placed near or immediately over power supplies. Data equipment shall be located away from interference sources. Heavy and bulky equipment shall be located at the bottom of the cabinet. Terminals shall be located at a height that shall be convenient for maintenance personnel to use. All card readers must be mounted to meet current ADA standards.

E. Mount individual components to removable rear panels in access control cabinets or field interface panels using DIN rails, snap track or stand off-mounted PC boards, or properly sized mounting hardware.

F. Provide relay output modules and interposing relays for gate control of sufficient rating, capacity, and quantity to control all required functions. Relay output modules shall provide contact closures for controlling electric door hardware.

G. Provide standby batteries with minimum 24-hour back-up and battery chargers for the card access main controllers, the card access interface modules, and the field interface devices. The card access host computer/CPU and workstation terminal shall be powered by the security UPS system.

H. ALL exposed wire runs will be installed in EMT conduits and or wire mold or a cable management system in an unobtrusive, straight and level vertical and horizontal installation. Cable management installations shall be installed in a neat and clean logical manner that is pleasing to County's expectations, and does not draw attention to its installation. EMT, wire mold, or means of wire conveyance should be as closely matched as possible to existing wall, room, or area color/s.

### **3.02 TESTING PROCEDURES**

A. After installation of the Access Control system's equipment, and prior to point-by-point performance testing, functionally test all card readers, locks, strikes, door monitoring switches and other hardware interconnections, and all interfaces to other systems, including video surveillance alarm functions. Fully coordinate with door hardware suppliers to adjust all magnetic switches, limit switches and all other door hardware components for proper operation.

#### **1. Initial Performance Testing:**

- a. Perform a thorough, device-by-device operational test including system integration to all related systems and interfaces. Demonstrate system operations and performance in accordance with Owner's requirements and all

## **BID 18-32-AS: ELECTRONIC ACCESS CONTROL UPGRADE**

previous Owner's review comments. Demonstrate complete functionality of all controls, door alarms, and other system functions.

b. If test results are not in compliance with requirements, make necessary changes, corrections, repairs or adjustments at no additional cost and arrange for another point-by-point performance test. This process shall continue until the systems are acceptable to the Owner.

### **3.03 WARRANTY**

**Warranty:** Contractor shall warranty all labor provided and manufacturer's warranty on installed equipment and systems for two (2) years from beneficial use date. Items will be covered in full for manufacturer warrantied materials and labor for devices provided and installed by Contractor only. Contractor will, at the manufacturer's discretion, replace or repair any equipment determined to be defective. **Warranty exceptions:** Any device or system modification performed by others or designated subcontractor will void warranty, as well as Acts of Nature, vandalism, or misuse of system device(s). Liability is limited to repair and/or replacement of equipment installed by Contractor.

**Warranty Support:** Critical Issue Support- 7/24, with a 4-hour response time. Contractor shall provide as required, either on-site or remote diagnostics, for any catastrophic system failures or perimeter device serviced issues.

Non-Critical Issue Support may be provided Next business day by Contractor.

**\*\*SAMPLE\*\***

**FORM OF PERFORMANCE BOND**

**FAITHFUL PERFORMANCE**

Know All Men by These Presents:

WHEREAS \_\_\_\_\_ as Contractor and Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto the County of Stanislaus, State of California, Oblige, in \_\_\_\_\_ (\$ \_\_\_\_\_) lawful money of the United States of America, for the payment whereof well and truly to be made we and each of us, jointly and severally, bind ourselves, our heirs, executors, administrators, successors and assigns, firmly by these presents.

The condition of the above obligation is such that whereas the above bounded Contractor and Principal has entered into a contract with the Oblige dated \_\_\_\_\_, 20\_\_, to perform all work and furnish all the labor, material and equipment for the above-identified project as is more fully set forth in said contract.

NOW, THEREFORE, if the above bounded Contractor and Principal shall well and truly perform the work agreed to be performed under said contract, then obligation shall be null and void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hand this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Contractor and Principal  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Surety

(NOTE: The bond must be acknowledged before a Notary Public by both the Contractor and the Surety.)

BID 18-32-AS: ELECTRONIC ACCESS CONTROL UPGRADE

\*\*SAMPLE\*\*

FORM OF PAYMENT BOND

Know All Men by These Presents:

WHEREAS, \_\_\_\_\_ as Contractor and Principal, has entered into a contract for for the above-identified project with the County of Stanislaus, dated \_\_\_\_\_, 20\_\_\_\_\_, to perform all work and furnish all labor, material, equipment, mechanical workmanship, transportation and services in accordance with the plans and specifications therefore required in the performance thereof, as is more fully set forth in said contract, which said contract is referred to and by reference made a part hereof; and,

WHEREAS, Division 3, Part 4, Title 15, Chapter 7, Section 3247, et seq. of the Civil Code requires that every person to whom is awarded a contract involving an expenditure in excess of twenty-five thousand dollars (\$25,000.00) for any public work shall, before entering upon the performance of the work, file a Payment Bond with and approved by the officer of public entity by whom the contract was awarded.

WITNESSETH

That the said Contractor and Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto the County of Stanislaus in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) lawful money of the United States of America being not less than the total amount payable by the terms of said contract, for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

The condition of the above obligation is such that if the said Contractor in said contract, or his or its subcontractors, shall fail to pay any of the persons named in Section 3181 of the Civil Code, or for any amounts required to be deducted, withheld and paid over to the Employment Development Department from wages of employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld and paid over pursuant to Section 18806 of the Revenue and Taxation Code, the said Surety will pay for the same, in an amount not exceeding the sum herein before specified, and, also, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court, otherwise the bond shall be null and void.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the Civil Code, so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

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

IN WITNESS WHEREOF, we have hereunto set our hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

Surety

Contractor and Principal

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

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

Note: The bond must be acknowledged before a Notary Public by BOTH the Contractor and the Surety.

**BID 18-32-AS: ELECTRONIC ACCESS CONTROL UPGRADE**

**\*\*COMPLETE & RETURN THIS PAGE\*\***

**FORM OF BID**

STANISLAUS COUNTY GSA PURCHASING DIVISION

ITEM NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
<b>Electronic Access Control System Upgrade – MATERIALS ONLY</b>					
1	Materials	LUMP SUM	1	\$	
	Overhead & Profit	LUMP SUM	1	\$	
	<b>TOTAL FOR ITEM NO. 1</b>	<b>LUMP SUM</b>	<b>1</b>		<b>\$</b>
<b>Electronic Access Control System Upgrade – LABOR ONLY</b>					
2	Labor	LUMP SUM	1	\$	
	Overhead & Profit	LUMP SUM	1	\$	
	<b>TOTAL FOR ITEM NO. 2</b>	<b>LUMP SUM</b>	<b>1</b>		<b>\$</b>
<b>PROJECT TOTAL:</b>					<b>\$</b>

**Prompt Payment Discount**

Cash discount of \_\_\_\_\_% for payment within \_\_\_\_\_ calendar days, which will be computed from the date delivery is made and accepted by the County, or the date a proper invoice is received, whichever is later. Discount offered with payment terms of less than (20) calendar days will not be considered for award purposes. If no discount is shown, then it shall be assumed that none is offered and that the terms are Net 30 days.

**Payment and Invoicing**

Payment for services rendered and accepted will be made on a monthly basis, in arrears, after receipt of a proper detailed invoice approved by County-authorized representative. All invoices must be submitted in duplicate to facilitate payment.

The undersigned Bidder has examined the site and all of the documents, plans, and specifications, and shall perform all work and provide all labor, equipment, and materials for the completion and operation of the project for which this bid is made, all as set forth in the specifications provided by County, at bid amounts as stated above. The undersigned Bidder further agrees as follows:

1. Within ten (10) calendar days from the date the Notice of Acceptance of Bid is issued, shall execute the Contract and furnish to Stanislaus County GSA Purchasing (Purchasing) satisfactory insurance and contract bonds guaranteeing the faithful performance of the work and General Conditions thereto.
2. Begin work on the date specified in the Notice to Proceed letter and prosecute said work in such a manner as to complete it within **SIXTY (60) Working Days**

The work shall be so scheduled that existing facilities shall not be disrupted, but shall remain in continuous operation on present schedules.

Accompanying this bid is Bidder's security issued in the form of a bond, a cashier check, or a certified check. Refer to the section of this document titled "GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDER" for additional information about bonding requirements.

Name of Bidder: \_\_\_\_\_

Business Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

License #: \_\_\_\_\_ License Expiration Date: \_\_\_\_\_

Classification: \_\_\_\_\_ DIR Registration #: \_\_\_\_\_

**BID 18-32-AS: ELECTRONIC ACCESS CONTROL UPGRADE**

Dated: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Printed) (Title)

**Note:** If incorporated, President, Secretary or Treasurer should sign as such (if partnership, by all partners thereto).



**BID 18-32-AS: ELECTRONIC ACCESS CONTROL UPGRADE**

**\*\*COMPLETE & RETURN THIS PAGE\*\***

**ADDENDA ACKNOWLEDGEMENT**

**Bidder shall complete the below and return with the FORM OF BID:**

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Date Received \_\_\_\_\_ Initials \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Date Received \_\_\_\_\_ Initials \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Date Received \_\_\_\_\_ Initials \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Date Received \_\_\_\_\_ Initials \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Date Received \_\_\_\_\_ Initials \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Date Received \_\_\_\_\_ Initials \_\_\_\_\_

Bidder's Name (Printed): \_\_\_\_\_

Bidder's Signature: \_\_\_\_\_

Bidder's Title: \_\_\_\_\_

---

**BOND REQUIREMENTS \***

Bid Security required	<b>YES</b>	Amount <u>\$ 10% of the Project Price</u>
Performance bond required	<b>YES</b>	Amount <u>\$ 100%</u>
Payment bond required	<b>YES</b>	Amount <u>\$ 100%</u>

\*See item 3 under General Terms and Conditions for specific security/bonding requirements. If required, only the successful Bidder shall submit a performance and payment bond as described in the General Terms and Conditions of this Bid.

---

**BID 18-32-AS: ELECTRONIC ACCESS CONTROL UPGRADE**

**\*\*COMPLETE & RETURN THIS PAGE\*\***

**SUBCONTRACTOR LIST**

Each bid shall have listed therein the name and address of each subcontractor to whom Bidder proposes to subcontract portions of the work in an amount in excess of half of one percent (.5%) of the total bid, or \$10,000, whichever is greater. This is in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. Bidder's attention is invited to other provisions of said Act related to the imposition of penalties for failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

NOTE: A contractor or subcontractor shall not be qualified to bid on, or 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, as defined in this Section, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. It is not a violation of this Section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 of the Labor Code at the time the contract is awarded.

	<u>SUBCONTRACTOR TYPE</u>	<u>LICENSE NO.</u>	<u>NAME &amp; ADDRESS OF SUBCONTRACTOR</u>	<u>DIR #</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____
6.	_____	_____	_____	_____
7.	_____	_____	_____	_____
8.	_____	_____	_____	_____
9.	_____	_____	_____	_____
10.	_____	_____	_____	_____
11.	_____	_____	_____	_____
12.	_____	_____	_____	_____
13.	_____	_____	_____	_____
14.	_____	_____	_____	_____
15.	_____	_____	_____	_____
16.	_____	_____	_____	_____
17.	_____	_____	_____	_____
18.	_____	_____	_____	_____

(Signed) \_\_\_\_\_  
Bidder / Prime Contractor

**BID 18-32-AS: ELECTRONIC ACCESS CONTROL UPGRADE**

**\*\*COMPLETE & RETURN THIS PAGE\*\***

**NON-COLLUSION AFFIDAVIT**

**TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**  
(Title 23 United States Code Section 112 and  
Public Contract Code Section 7106)

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

**DECLARATION UNDER PENALTY OF PERJURY**

The undersigned Bidder declares and certifies under the penalty of perjury: that the only persons or parties interested in this bid as principals are those named herein as Bidder, that he/she either holds the position indicated below as a corporate officer or the owner or a partner in the business entity submitting this bid or has been duly authorized by a person holding such a position; that the undersigned has examined the "General Conditions and Instructions to Bidders" and the specifications; that the undersigned is informed of all the relevant facts surrounding the preparation and submission of this bid, that the undersigned (if awarded the contract) will execute and fully perform the contract for which the bids are called; that the undersigned will perform all the work and/or furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that the undersigned will take in full payment therefore, the prices set forth in the attached schedule "Form of Bid" and "Paragraph 2 and Exhibit B" of the contract; that the undersigned knows and represents and warrants to the County of Stanislaus that this bid is prepared and submitted without collusion with any other person, business entity, or corporation with any interest in this bid.

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

Name of Bidder: \_\_\_\_\_

\*Type of Business:  Individual doing business under own name  Corporations  
 Individual doing business using a firm name  Partnership  
 Joint Venture (Please attach Joint Venture Agreement)

Business Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Dated: \_\_\_\_\_

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

Name: \_\_\_\_\_ (Signature) (Print Initials)

Title: \_\_\_\_\_ (Type or Print Name)

Email Address: \_\_\_\_\_

CSLB/Business License #: \_\_\_\_\_ DIR Registration #: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

\*To be signed by authorized corporate officer or partner or individual submitting the bid.

**EXAMPLE**

If Bidder is: Sign:  
1. An individual doing business under own name..... Your name only  
2. An individual using a firm name ..... John Doe, an individual doing business as Blank Company  
3. A Partnership ..... John Doe and Richard Roe, partners doing business as  
Blank Company, By John Doe, partner  
4. A Corporation..... Blank Company, by John Doe, secretary (or other title)

**Note: The above Non-collusion Affidavit is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.**

**BID 18-32-AS: ELECTRONIC ACCESS CONTROL UPGRADE**

**\*\*COMPLETE & RETURN THIS PAGE\*\***

**COUNTY OF STANISLAUS**

**NON-DISCRIMINATION OF INDIVIDUALS WITH DISABILITIES**

**POLICY STATEMENT**

In compliance with 29 U.S.C. 794 and 42 U.S.C. 12132, it is the policy of the County of Stanislaus that it will not aid or perpetuate discrimination against a qualified individual with a disability by funding an agency, organization, or person that discriminates on the basis of disability in providing any aid, benefit, or service to beneficiaries of the program or activity.

The County is committed to provide access to all County services, programs, and meetings open to the public to people with disabilities.

In this regard, County and all of its contractors and subcontractors will take all reasonable steps in accordance with 29 U.S.C. 794 and 42 U.S.C. 12132 to ensure that individuals with disabilities have the maximum opportunity for the same level of aid, benefit, or service as any other individual.

**CERTIFICATION**

Each agency, organization, or person seeking a bid, contract, or agreement with the County of Stanislaus shall sign a Certification of Compliance with 29 U.S.C. 794 and 42 U.S.C. 12132.

**CERTIFICATION OF BIDDER REGARDING  
NON-DISCRIMINATION OF INDIVIDUALS WITH DISABILITIES**

The Bidder hereby certifies that he/she/it is in compliance with 29 U.S.C. 794, 42 U.S.C. 12132,, the applicable administrative requirements promulgated in response thereto, and any other applicable Federal laws and regulations relating to discrimination and participation of individuals with disabilities.

Name of Bidder: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Printed)

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

Dated: \_\_\_\_\_



**\*\*COMPLETE & RETURN THIS PAGE\*\***

**LOCAL VENDOR PREFERENCE NOTICE**

**TO: ALL PROSPECTIVE PROPOSERS/BIDDERS**  
**SUBJECT: LOCAL VENDOR PREFERENCE**

Stanislaus County (County) has established a local vendor preference (see Stanislaus County Code § 2.24.125) which defines a local vendor as any business that:

1. Has a fixed office or distribution point located within the county of Stanislaus for at least one year prior to the transaction for which preference is claimed (post office boxes do not qualify as a verifiable business address; and.
2. Holds a valid business license issued by the County or a city within the County; and
3. Employs at least one full-time employee whose primary residence is located in Stanislaus County; or if the vendor has no employees, at least fifty percent (50%) of vendor's business shall be owned by one or more persons whose primary residence is located in Stanislaus County.

Individual County Buyers evaluate bids, quotes, and proposals considering the local vendor preference described above. The burden of proof will lie with proposers/bidders relative to verification of "local" vendor preference. Should any questions arise, please contact a buyer at (209) 525-6319. Each vendor is encouraged to quote the lowest price at which items or services listed in County proposals can be furnished.

	Yes	No
1. Do you claim local vendor preference? If so, please complete		
2. Do you conduct business in an office with a physical location within Stanislaus County?		
(a) If yes, provide business address: _____ _____		
(b) Date on which business was established at this address: _____		
3. Does your business hold a valid business license issued by Stanislaus County or a city within Stanislaus County?		
(a) If yes, provide license number (_____) and name of local agency which issued license (_____)		
4. Do you have either:		
(a) At least one full-time employee whose primary residence is located in Stanislaus County		
(b) If you have no employees, is at least fifty percent (50%) of your business owned by one or more persons whose primary residence is located in Stanislaus County?		

Vendor Name (printed):	
Vendor's Signature:	
Title:	

**BID 18-32-AS: ELECTRONIC ACCESS CONTROL UPGRADE**

**\*\*COMPLETE & RETURN THIS PAGE\*\***  
**\*\* (ALTERNATE SURETY FORMS MAY BE ACCEPTED) \*\***

**FORM OF BIDDER'S BOND**  
**COUNTY OF STANISLAUS**

We, \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety are bound unto the County of Stanislaus, hereinafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principle submitted to the Obligee for the work described below, for the payment of which we bind ourselves, jointly and severally.

**THE CONDITION OF THIS OBLIGATION IS SUCH THAT:**

**WHEREAS**, the Principal is submitting a bid to the Obligee, for the above-identified project for the bids are to be opened at Modesto, California on \_\_\_\_\_, 20\_\_\_\_\_.

**NOW, THEREFORE**, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in force.

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

Dated: \_\_\_\_\_, 20\_\_\_\_\_.

Principal  
Surety  
By  
Attorney-in-Fact

**CERTIFICATE OF ACKNOWLEDGMENT**

State of California  
County of \_\_\_\_\_ SS

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year 20 \_\_\_\_\_, before me, a notary public in and for the county and state aforesaid, personally appeared \_\_\_\_\_ to me to be the person whose name is subscribed to this instrument and known to me to be the attorney-in-fact of \_\_\_\_\_ and acknowledged to me that he subscribed the name of said company thereto as surety, and his own name as attorney-in-fact.

(seal)  
Notary Public