

SPECIAL PROVISIONS

Volume 1

JOB ORDER CONTRACT: RAD-2024-01

COUNTY STANDARD SPECIFICATIONS DATE: MAY 2000

STATE STANDARD SPECIFICATIONS: MAY 2006

BID OPENING DATE: **May 23, 2024**

<http://www.sccgov.org/portal/site/rda/>



County of Santa Clara
Roads and Airports Department

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SECTION 100 - NOTICE TO BIDDERS

100-00 RFSQ, PREQUALIFICATION, AND DESCRIPTION OF WORK

100-00.01 REQUEST FOR SUBMITTAL QUALIFICATIONS

Notice is hereby given that the County of Santa Clara will receive Prequalification Questionnaire Packages for **Job Order Contract: JOC-RAD-2024-01** at Roads and Airports Department, 101 Skyport Drive, San Jose, California 95110

95110, up to **2PM PST** on the day of May 2, 2024 for the Project _____
Job Order Contract: RAD-2024-01

The Pre-Proposal Conference for this RFP is mandatory, see section 100-06.

100-00.02 PREQUALIFICATION

Notice is hereby given that the County of Santa Clara (County) has determined that all Contractors for future Job Order Contracts (JOC) for the Roads and Airports Department with a Minimum Contract Value that the Contractor has the opportunity to perform of \$50,000 and a Maximum Contract Value of \$6,006,295 must be prequalified prior to submitting a proposal. The County intends to use the list of pre-qualified contractors to submit proposals on current and future JOC Contracts for a period of one year from the date of the established Qualified Bidder's List. The County's intention is to seek proposals for Job Order Contract, JOC RAD-2024-01 shortly after the pool of Prequalified Contractors is selected.

100-00.04 DESCRIPTION OF WORK

- A. This Job Order Contract (JOC) is an indefinite quantity contract pursuant to which the Contractor will perform a variety of projects, consisting of specific construction tasks, at different locations within the County. This JOC Contract is for road maintenance repair and related work to be performed for the County of Santa Clara Roads and Airports Department. The bid documents include a Construction Task Catalog[®] (CTC) containing a series of construction tasks with preset Unit Prices. The CTC was developed using experienced labor and high quality materials. All Unit Prices are based on local labor, material and equipment prices including the current prevailing wages. The Contractor will bid two Adjustment Factors to be applied to the Unit Prices. The first Adjustment Factor is for performing work during Normal Working Hours, specified as hours of work between 6:00 AM and 6:00 PM Monday Through Friday, and a second Adjustment Factor is for performing work during Other Than Normal Working Hours, specified as any hours outside of Normal Working Hours including all day Saturday, Sunday and Legal Holidays. The Other than Normal Working Hours Adjustment Factor must be equal to or greater than the Normal Working Hours Adjustment Factor. The same two Adjustment Factors shall apply to every Pre-priced Task in the Construction Task Catalog[®]. For bid evaluation purposes the Price Criteria Figure these two Adjustment Factors are weighted as 80% Normal Working Hours and 20% Other than Normal Working Hours. As projects are identified the Contractor will jointly scope the work with the Owner. The Owner will prepare a Detailed Scope of Work and issue a Request for Proposal to the Contractor. The Contractor will then prepare a Job Order Proposal for the Project including a Job Order Price Proposal, drawings and sketches, a list of subcontractors and suppliers, construction schedule, and other requested documentation. The Job Order Price shall equal the value of the approved Job Order Price Proposal. The value of the Job Order Price Proposal will be determined by multiplying the preset Unit Prices and the appropriate quantities by the appropriate Adjustment Factor plus the value of all Non-Pre-priced Tasks. This Contract will be awarded to the lowest, responsive, responsible bidder. If the Job Order Proposal is found to be

complete and reasonable, a Job Order may be issued. A Job Order will reference the Detailed Scope of Work and set forth the Job Order Completion Time, and the Job Order Price. The Job Order Price shall be a lump sum, fixed price for the completion of the Detailed Scope of Work. A separate Job Order will be issued for each Project. Extra work, credits, and deletions will be contained in a Supplemental Job Order. All Unit Prices listed in the Construction Task Catalog[®] are priced at a net value of 1.0000. The Adjustment Factors shall be an increase or decrease to all the Unit Prices listed in the Construction Task Catalog[®]. For example, 1.1000 would be a 10% increase to the Unit Prices and 0.9500 would be a 5% decrease to the Unit Prices. Proposals from Bidder's who submit separate Adjustment Factors for separate Unit Prices will be considered non-responsive and their proposal will be rejected.

- B. The scope of Work for this Contract will be set forth in the Detailed Scopes of Work referred to in connection with individual Job Orders. The Contractor is required to complete each Detailed Scope of Work for the Job Order Price within the Job Order Completion Time. The scope of work, for each project will be explained to the Contractor at a Joint Scope Meeting. The County will provide a Request for Job Order Proposal and Scope of Work to the Contractor. The Contractor will be required to review the Scope of Work and develop a Job Order Price Proposal using appropriate tasks, quantities and the applicable Adjustment Factor. The County will review the Contractor's Job Order Proposal in detail and if found to be reasonable and acceptable, a Job Order Authorization may be issued. The agreed upon price will be fixed price for the performance of the Final Detailed Scope of Work. If necessary, at completion of the work a Request for Final Quantity Adjustment will be issued for actual work performed. This Contract is for construction work and related services to be performed within a designated area of the County. However, if the need arises, the County reserves the right to require the Contractor to work at any location or facility under the jurisdiction of the County.
- C. Minimum and Maximum Contract Values
1. The Minimum Contract Value is \$50,000. The Contractor will have the opportunity to perform Job Orders totaling at least \$50,000 during the Contract term.
 2. The Maximum Contract Value is \$3,000,000. The Contractor will not be issued Job Orders which in total exceed the Maximum Contract Value. The Contractor is not guaranteed to receive this volume of Work.
 3. The Maximum Contract Value may be increased by up to the sum of \$3,006,295. Any increase in the Maximum Contract Value will be by bi-lateral agreement only to occur if the Maximum Contract Value is reached before the end of the Contract Term.

100-01 TIME OF COMPLETION

The term of JOC-RAD-2024-01 commences 20th day following the Notice of Award issued by the County of Santa Clara.

The term of the Job Order Contract will be either for one year or when issued Job Orders totaling the Maximum Contract Value have been completed, whichever occurs first. All Job Orders must be issued but not necessarily completed within one calendar year of the commencement date of the Contract.

Each Job Order will specify a time limit for completion as stated on the Job Order Notice to Proceed.

Liquidated damages will be assessed on an individual Job Order basis in the amount of \$ 1,750.00 for each calendar day the Work remains incomplete beyond the time limit for completion.

Owner may withhold said liquidated damages from payments as such damages accrue, or, at Owner's discretion, withhold liquidated damages from any payments due or that may become due under the Contract, including retention and final payment (pursuant to California Government Code §53069.85).

100-02 CONTRACT DOCUMENTS AND SPECIAL PROVISIONS

Contract Documents and Special Provisions may be obtained from BidSync, <https://prod.bidsync.com/>.

The Owner selected The Gordian Group's Job Order Contracting (JOC) Solution (Gordian JOC Solution™) for their JOC program. The Gordian JOC Solution includes proprietary eGordian® JOC Applications and Construction Task Catalog®, which shall be used by the Contractor to prepare and submit Job Order Proposals, subcontractor lists, and other requirements specified by the Owner.

1% JOC System License Fee:

The Contractor shall be required to execute Gordian's JOC System License and user Agreement and **pay a 1% JOC System License Fee to the Gordian Group** on all work awarded to the Contractor by the County for access to the Gordian JOC system and Proprietary Information. The Gordian Group will invoice the Contractor directly for each individual Job Order. **Note: The Contractor must account for this fee within their Price Criteria Figure (PCF). No additional compensation will be given to the contractor to recover their cost for this fee paid directly to Gordian Group.**

100-03 PROJECT MANAGER

A Bidder may discuss these Bid Documents and Special Provisions with the County of Santa Clara in accordance with Section 2.04 "Interpretation of Documents Prior to Bidding" of the County of Santa Clara Roads & Airports Department Standard Specifications. The Project Manager for this Project is

Jason Props who can be contacted at 408-573-2421 Email: jason.props@rda.sccgov.org

100-04 CONTRACTOR LICENSE

The Contractor must possess a Class A License.

If a Bidder does not possess the required Contractor License(s) at the time the Proposal is submitted (per Business and Professions Code §7028.15), the Proposal shall be considered non-responsive and shall be rejected by the Owner. The Owner may enforce the required forfeiture of the Bidder's Bond.

The Bidder and any Subcontractors must be licensed by the Contractors State License Board of the State of California.

100-04.5 STATE DEPARTMENT OF INDUSTRIAL RELATIONS REGISTRATION

No contractor or subcontractor may perform work on the Project without being registered with the Department of Industrial Relations (DIR). Contractor shall maintain its registration with the DIR throughout the course of the Work. Contractor is responsible for verifying that each Subcontractor, including and Subcontractor not listed on the bid proposal for the Project, is registered with DIR at the time the Subcontractor is to commence work. Contractor shall require Subcontractor to register and may not permit Subcontractor to commence work until the Subcontractor's registration is complete.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Failure of contractor to timely supply missing information shall be cause for rejection of proposal.

100-05 DISADVANTAGED BUSINESS ENTERPRISE (Not Used)

100-06 MANDATORY PRE-PROPOSAL CONFERENCE

A **Mandatory Pre-Proposal Conference** will be held on: April 29, 2024 at 10AM PST in Room no. 101 of the County of Santa Clara Roads & Airports Department at 101 Skyport Drive, San Jose, California 95110. Representatives of the County will be present to discuss:

- JOC concept;
- JOC bid preparation;
- Contract requirements and Bid Forms;
- JOC Contractor's frequently asked questions;
- Disadvantaged Business Enterprise program; and
- Equal Employment Opportunity Requirements.

Bidders should become thoroughly familiar with the terms and conditions of the Proposal Documents and Special Provisions and local conditions affecting the performance and costs of the Work. Proposals are required for the entire Work described herein. This Contract is subject to the State Contract nondiscrimination and compliance requirements.

100-07 BID SUBMITTAL

- Bidder's original signature(s) must appear on all Bid Forms and on the original Bidder's Bond.
- Bidder's Security: Each Bid must be accompanied by a Bidder's Bond, cash, or a certified cashier's check, in the sum of not less than 10% of the total aggregate of the Bid, including all additives and/or all alternate bid items. The Bidder's Bond submitted must be the one contained in Section 112 "Bid Forms". The original Bidder's Bond must be provided by an admitted Surety insurer, authorized to issue Surety bonds in the State of California, and it must execute the Bid Bond. The check or bond shall be made payable to the order of the County of Santa Clara.
- Bid Forms must be completed in ink, completely filled out, and submitted on the forms furnished as part of the Bid Documents. Faxed Bids or alteration to any Bid Form will not be considered by Owner. If the Bid amount or other material information is changed, the change must be initialed.
- All Bids must be addressed to the Chair of the County of Santa Clara Board of Supervisors, and shall bear the title or name of the project as it appears on the Bid Documents.
- All Bids mailed or express delivered shall be in a sealed envelope inside the mailing envelope. The inner sealed envelope shall be clearly printed "BID PROPOSAL – DO NOT OPEN" in large letters on the front and back.

100-08 BID OPENING

Bids will be publicly opened and read by the Clerk of the Board of Supervisors at the time and place indicated above. A report of the results will be made by the Clerk of the Board of Supervisors at a publicly noticed regular or special meeting of the Board of Supervisors. The anticipated date of the meeting will be announced at the Bid opening.

100-09 PROPOSAL ACCEPTANCE/REJECTION

The acceptance of Bid for award is subject to approval by the County of Santa Clara Board of Supervisors. The County of Santa Clara Board of Supervisors reserves the right to reject any and/or all Proposals and to waive any minor irregularities or discrepancies in the Bids.

All other factors being equal, a tie Bid will be determined by the flip of a coin in the presence of Bidders and witnesses.

All Bids greater than the Reasonable Bid Amount may be subject to rejection by the Board of Supervisors.

100-10 SUBSTITUTIONS

Contractor may, at any time prior to the award of the Job Order, offer any material, process or article which must be substantially equal or better in every respect to that so indicated or specified; provided, however, that if the material, process or article offered by Contractor is not, in Owner's opinion, substantially equal or better in respect to that specified, then Contractor must furnish that material, process or article specified or one that in Owner's opinion is substantially equal or better in every respect. Bidder's attention is directed to Section 6.09 "Trade Names & Alternatives" of the County of Santa Clara Roads & Airports Department Standard Specifications for additional information.

100-11 BONDS AND INSURANCE

The successful Bidder shall deliver a signed Payment Bond and Performance Bond in the amount of \$3,000,000.00 each. Successful Bidder shall also deliver Certificates of Insurance and Special Endorsements to the Manager of Construction, 101 Skyport Dr, San Jose, CA 95110, for approval before Owner will issue a Notice to Proceed with the Work. No contractual relationship shall exist between the parties until all bonds and insurance coverages have been approved by the Owner.

100-12 SUBSTITUTION OF SECURITIES

Pursuant to Section 9.06 "Substitution of Securities" of the County of Santa Clara Roads & Airports Department Standard Specifications, the Contractor may substitute securities for any money withheld from progress payments, using the Escrow Agreement form provided in Section 113 "Contract Forms" of these Special Provisions.

100-13 PREVAILING WAGE REQUIREMENT/PROJECT LABOR AGREEMENT

Contractor’s attention is directed to Sections 7.07 “Prevailing Wage & Payroll Records” of the County of Santa Clara Roads & Airports Department Standard Specifications.

Pursuant to Section 7.07 “Prevailing Wage & Payroll Records” of the County of Santa Clara Roads & Airports Department Standard Specifications, workers employed in the Work must be paid at the rates at least equal to the prevailing wage rates last adopted by the Director of the California Department of Industrial Relations, which rates are filed in the Office of the Clerk of the Board of Supervisors, incorporated herein by reference, and copies of which are available to any interested parties on request. The rates are also available on the State of California Department of Industrial Relations website at California Department of Industrial Relations Home Page <http://www.dir.ca.gov/>.

Federal Minimum Wage Rates information can be retrieved on the United States Government Printing Office's website at <http://www.gpo.gov/davisbacon>. Click on "Browse all determination by State" then click on "California" to print the Federal Wage Rates for California.

Individual Job Orders with an Engineer’s Estimate of \$2 Million or more will be subject to the Santa Clara County Project Labor Agreement (PLA). Contractor and sub-contractors are required to meet the conditions of the PLA. A copy of the PLA is included as Proposal Form 8 in Section 112 of these Special Provisions. For an individual job order of \$2 Million or more, the Contractor must agree to be bound by the terms of the PLA, including future amendments. Except as otherwise superseded by the PLA, all the Prevailing Wage requirements in the Contract Documents including Specifications, Section 00100.2.02 and Section 00700, and Division 2, Part 7, Chapter 1 of the California Labor Code, remain in full force and effect.

100-14 PRESERVATION OF CULTURAL RESOURCES



If a Job Order Work site, as stated in the Detailed Scope of Work, is deemed “Archeologically Sensitive” the provisions relating to preservation of cultural resources in Section 8.14 “Preservation of Cultural Resources” of the County of Santa Clara Roads & Airports Department Standard Specifications apply.

By order of the County of Santa Clara, State of California, on

April 16, 2024

CURTIS BOONE
Acting Clerk of the Board of Supervisors

SECTION 101 - PLANS AND SPECIFICATIONS

Work must be constructed and administered in accordance with the Contract Documents issued for the Project. The Contract Documents consist of the Request for Job Order Proposals, Job Orders, Special Provisions, Construction Task Catalog[®], Technical Specifications, County Standard Specifications, County Standard Details, State Standard Specifications, State Standard Plans and any Addendum or written modification to any of the foregoing. Each Job Order sets forth the Final Detailed Scope of Work, the schedule, and the price. (For definition of “County Standard Specifications,” and “State Standard Specifications” see Section 1 of the County Standard Specifications as approved May 2000, including any applicable amendments). The State Standard Specifications applicable to this Contract are Sections 10 through 95 inclusive of the State Standard Specifications dated May 2006, as approved by the State of California, Department of Transportation including amendments with the latest issue date up to the Bid Opening Date shall apply to the Project..

Attention of the Bidder is directed to Section 5.19 “Coordination, Interpretation and Order of Precedence of Contract Documents” of the County Standard Specifications as revised in 107-03 of these Special Provisions.

Attention of the Bidder is also directed to Section 111 “Job Order Work and Specifications” of these Special Provision, Section 110 “Description of Work”, and Section 107 “Amendments to County Standard Details and Specifications” which include modifications and/or additions to the County Standard Specifications, which are particular to this Contract.

An electronic PDF version of the Caltrans-issued Amendments to State Standard Specifications is available online for download from:

County website at <http://www.sccgov.org/portal/site/rda/>, or
Caltrans website at <http://www.dot.ca.gov/hq/esc/oe/standards.php>.

SECTION 102 - PROPOSAL REQUIREMENTS

102-01 PROPOSAL FORMS

Bidder's attention is directed to Section 2 "Bid Requirements and Conditions" of the County Standard Specifications, and these Special Provisions.

In order to receive consideration, each of the Proposal Forms contained in Section 112 "Proposal Forms" shall be completed and the phraseology thereof must not be changed:

PROPOSAL FORM 1	PROPOSAL FORM – PRICE CRITERIA FIGURE
PROPOSAL FORM 2	INTENTIONALLY LEFT BLANK
PROPOSAL FORM 3	COMPLIANCE WITH SUBCONTRACTING LIMITATIONS, WASTE DISCHARGE, AND TRENCH SAFETY REQUIREMENTS
PROPOSAL FORM 4	DESIGNATION OF INSURANCE AND BONDING COMPANIES
PROPOSAL FORM 5	EQUAL OPPORTUNITY REQUIREMENTS
PROPOSAL FORM 6	NONCOLLUSION AFFIDAVIT
PROPOSAL FORM 7	STOP NOTICE INFORMATION
PROPOSAL FORM 8	AGREEMENT TO BE BOUND & SANTA CLARA COUNTY PROJECT LABOR AGREEMENT
PROPOSAL FORM 9	PUBLIC CONTRACT CODE SECTION 10162 STATEMENT
PROPOSAL FORM 10	EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION
PROPOSAL FORM 11	PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT
PROPOSAL FORM 12	PUBLIC CONTRACT CODE SECTION 10232 STATEMENT
PROPOSAL FORM 13	DEBARMENT & SUSPENSION CERTIFICATION
PROPOSAL FORM 14	CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING
PROPOSAL FORM 15	BIDDER'S BOND

102-02 PROPOSAL PROTEST AND PROCEDURES

PROTEST PROCEDURES

PROTEST PROCESS

The Procurement Lead will post a Proposal Summary on BidSync after proposals have been evaluated for responsiveness and responsibility following the evaluation committee proposal results. Following the posting of the Proposal Summary, the Procurement Lead will post a "Notice of Intent to Award" on BidSync which indicates the Bidder to whom the County intends to recommend award of the contract and the approximate meeting date at which the Board of Supervisors will consider recommendation. Any Bidder may file a written protest within five (5) business days of issuance of the posting of the Notice of Intent to Award.

A. **Filing a Protest.** The protest of an award must be in writing. The following must

be written on the cover of the protest: “Protest Relating to [SOLICITATION NUMBER].” The written protest and all supporting documentation must be emailed, hand-delivered or otherwise sent to the designated Procurement Lead so that it is **received no later than 5 p.m. of the fifth business day after** the email notifying bidders of the County’s selection. Any protests not received by the deadline or sent to any person other than the designated Procurement Lead may be rejected or dismissed by the County at the County’s sole discretion. A business day shall be defined as Monday through Friday 8:00 a.m. to 5:00 p.m. except for County holidays.

B. Contents of Protest. The written protest must contain the following information: (1) the name, street address, electronic mail address, and telephone and facsimile number of the protester; (2) signature of the protester or its representative; (3) clearly state the grounds for the protest as set forth below and the evidence and/or credible allegations supporting each ground; (4) copies of any relevant documents; and (5) the form of relief requested. Protests should be concise and logically arranged. The protester may not present any additional grounds or arguments for protest after submission unless requested by the County. All protest documents are considered a public record.

C. Grounds for Protest. Protests may only be based on one or more of the following grounds, and must be supported by evidence and/or credible allegations that the award recommendation is based on arbitrary and/or capricious actions, as follows:

- (a) The protester believes there was an error made by County officials or evaluation team members. A difference of opinion regarding the scoring or points to be awarded to a proposal in any or all categories does not constitute an error for protest purposes.
- (b) The protestor believes there was misconduct or impropriety by County officials or evaluation team members.
- (c) The protester believes there was abuse of discretion or process by County officials or evaluation team members.

D. Protest Resolution Process (a) Informal Review and Resolution by Department. The Director of the issuing department will review a timely protest and attempt to informally resolve it. The Director or designee may use all available resources and information, including soliciting information from, and revealing information to, other entities or sources in its attempt to informally resolve the protest. -----If this attempt at informal resolution is unsuccessful, this shall be communicated to the protester. The protestor may, within two business days, request that the protest be forwarded to an independent review officer (IRO). Upon receiving such a request, the County shall forward the protest to the IRO, notify the protester, and provide the IRO’s contact information to the protestor. (b) Formal Review by IRO. The IRO shall conduct an independent review of the protest to determine whether the grounds for the protest have merit. The IRO may use all available resources and information, including soliciting information from, and revealing information to, other entities in its attempt to resolve the protest. The IRO may also contact the protester or Agency/Department, or conduct a hearing as needed or if required by law.

E. **IRO Decision.** The IRO will issue a written decision to the protester and the Department within **20 business** days of receiving a protest. However, the time for decision may be extended by the IRO. The decision of the IRO may be appealed to the County Executive Officer by either the protestor or the county official responsible for the procurement of the goods and/or services within two (2) business days of the issuance of the decision. The County Executive's decision regarding the protest shall be binding upon the parties unless otherwise provided by state law.

F. **Remedies.** The remedies available pursuant to these procedures may include, but are not limited to, the reevaluation of proposals by the same or a new evaluation committee or the cancellation of a solicitation. However, no remedy may require the County to execute a contract with any entity, which authority is solely reserved for the Board of Supervisors or an official with appropriate delegated authority.

SECTION 103 - EQUAL EMPLOYMENT OPPORTUNITY AND WORKING ENVIRONMENT REQUIREMENTS

103-01 EQUAL EMPLOYMENT OPPORTUNITY

The Contractor's attention is directed to the County Standard Specifications Section 7.01 "Compliance With Laws and Regulations" and to Section 106 "Federal Requirements for Federal Aid Construction Projects" of these Special Provisions.

103-02 WORKING ENVIRONMENT

The Contractor must ensure and maintain a working environment free of personal harassment and intimidation as set forth in County Standard Specifications Section 5.15 "Working Environment."

In the event that the Contractor/Contractor workforces' fail to comply with this provision, the Contractor/Contractor workforces may be subject, but not limited, to the requirements stated in the following County Standard Specifications Sections:

- 5.14 "Character of Workers";
- 8.05 "Temporary Suspension of Work";
- 8.08 "Termination of Control";
- 9.08 "Progress Payments"; and
- Such other remedies as are provided in these Contract Documents or at law.

103-03 COUNTY NO-SMOKING POLICY

Contractor and its employees, agents and subcontractors, shall comply with the County's No Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all County-owned and operated health facilities, (2) within 30 feet surrounding County-owned buildings and leased buildings where the County is the sole occupant, and (3) in all County vehicles.

103-04 BEVERAGE NUTRITIONAL CRITERIA

Contractor shall not use County funds to purchase beverages that do not meet the County's nutritional beverage criteria. The six categories of nutritional beverages that meet these criteria are (1) water with no additives; (2) 100% fruit juices with no added sugars, artificial flavors or colors (limited to a maximum of 10 ounces per container); (3) dairy milk, non-fat, 1% and 2% only, no flavored milks; (4) plant derived (i.e., rice, almond, soy, etc.) milks (no flavored milks); (5) artificially-sweetened, calorie-reduced beverages that do not exceed 50 calories per 12-ounce container (teas, electrolyte replacements); and (6) other non-caloric beverages, such as coffee, tea, and diet sodas. These criteria may be waived in the event of an emergency or in light of medical necessity.

103-05 COMPLIANCE WITH ALL LAWS, INCLUDING NONDISCRIMINATION, EQUAL OPPORTUNITY, AND WAGE THEFT PREVENTION

- (1) Compliance with All Laws. Contractor shall comply with all applicable Federal, State, and local laws, regulations, rules, and policies (collectively, "Laws"), including but not limited to the non-discrimination, equal opportunity, and wage and hour Laws referenced in the paragraphs below.

- (2) Compliance with Non-Discrimination and Equal Opportunity Laws: Contractor shall comply with all applicable Laws concerning nondiscrimination and equal opportunity in employment and contracting, including but not limited to the following: Santa Clara County’s policies for contractors on nondiscrimination and equal opportunity; Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973 (Sections 503 and 504); the Equal Pay Act of 1963; California Fair Employment and Housing Act (Gov. Code § 12900 et seq.); California Labor Code sections 1101, 1102, and 1197.5; and the Genetic Information Nondiscrimination Act of 2008. In addition to the foregoing, Contractor shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political belief, organizational affiliation, or marital status in the recruitment, selection for training (including but not limited to apprenticeship), hiring, employment, assignment, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in the provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.
- (3) Compliance with Wage and Hour Laws: Contractor shall comply with all applicable wage and hour Laws, which may include but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and, if applicable, any local minimum wage, prevailing wage, or living wage Laws.
- (4) Definitions: For purposes of this Subsection, the following definitions shall apply. A “Final Judgment” shall mean a judgment, decision, determination, or order (a) which is issued by a court of law, an investigatory government agency authorized by law to enforce an applicable Law, an arbiter, or arbitration panel and (b) for which all appeals have been exhausted or the time period to appeal has expired. For pay equity Laws, relevant investigatory government agencies include the federal Equal Employment Opportunity Commission, the California Division of Labor Standards Enforcement, and the California Department of Fair Employment and Housing. Violation of a pay equity Law shall mean unlawful discrimination in compensation on the basis of an individual’s sex, gender, gender identity, gender expression, sexual orientation, race, color, ethnicity, or national origin under Title VII of the Civil Rights Act of 1964 as amended, the Equal Pay Act of 1963, California Fair Employment and Housing Act, or California Labor Code section 1197.5, as applicable. For wage and hour Laws, relevant investigatory government agencies include the federal Department of Labor, the California Division of Labor Standards Enforcement, and the City of San Jose’s Office of Equality Assurance.
- (5) **Prior Judgments, Decisions or Orders against Contractor**: **By signing this Agreement, Contractor affirms that it has disclosed any final judgments that (A) were issued in the five years prior to executing this Agreement by a court, an investigatory government agency, arbiter, or arbitration panel and (B) found that Contractor violated an applicable wage and hour law or pay equity law. Contractor further affirms that it has satisfied and complied with – or has reached Agreement with the County regarding the manner in which it will satisfy – any such final judgments.**
- (6) Violations of Wage and Hour Laws or Pay Equity Laws During Term of Contract: If at any time during the term of this Agreement, Contractor receives a Final Judgment rendered against it for violation of an applicable wage and hour Law or pay equity Law, then Contractor shall promptly satisfy and comply with any such Final Judgment. Contractor shall inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM) of any relevant Final Judgment against it within 30 days of the Final Judgment becoming final or of learning of the Final Judgment, whichever is later.

Contractor shall also provide any documentary evidence of compliance with the Final Judgment within 5 days of satisfying the Final Judgment. Any notice required by this paragraph shall be addressed to the Office of the County Executive-OCCM at 70 W. Hedding Street, East Wing, 11th Floor, San José, CA 95110. Notice provisions in this paragraph are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the Office of the County Executive-OCCM satisfies the notice requirements in this paragraph.

- (7) Access to Records Concerning Compliance with Pay Equity Laws: In addition to and notwithstanding any other provision of this Agreement concerning access to Contractor's records, Contractor shall permit the County and/or its authorized representatives to audit and review records related to compliance with applicable pay equity Laws. Upon the County's request, Contractor shall provide the County with access to any and all facilities and records, including but not limited to financial and employee records, that are related to the purpose of this Subsection H, except where prohibited by federal or state laws, regulations or rules. County's access to such records and facilities shall be permitted at any time during Contractor's normal business hours upon no less than 10 business days' advance notice.
- (8) Pay Equity Notification: Contractor shall (1) at least once in the first year of this Agreement and annually thereafter, provide each of its employees working in California and each person applying to Contractor for a job in California (collectively, "Employees and Job Applicants") with an electronic or paper copy of all applicable pay equity Laws or (2) throughout the term of this Agreement, continuously post an electronic copy of all applicable pay equity Laws in conspicuous places accessible to all of Contractor's Employees and Job Applicants.
- (9) Material Breach: Failure to comply with any part of this Subsection H shall constitute a material breach of this Agreement. In the event of such a breach, the County may, in its discretion, exercise any or all remedies available under this Agreement and at law. County may, among other things, take any or all of the following actions:
 - (i) Suspend or terminate any or all parts of this Agreement.
 - (ii) Withhold payment to Contractor until full satisfaction of a Final Judgment concerning violation of an applicable wage and hour Law or pay equity Law.
 - (iii) Offer Contractor an opportunity to cure the breach.
- (10) Subcontractors: Contractor shall impose all of the requirements set forth in this Subsection H on any subcontractors permitted to perform work under this Agreement. This includes ensuring that any subcontractor receiving a Final Judgment for violation of an applicable Law promptly satisfies and complies with such Final Judgment.

SECTION 104 - PRECONSTRUCTION REQUIREMENTS

104-01 GENERAL REQUIREMENTS

Attention is directed to the provisions in Sections 3.03.03 “Submittals for all Contracts prior to Contractor Performing Work” as revised in 107-04 of these Special Provisions and 8.03 “Beginning of Work” of the County Standard Specifications and these Special Provisions.

Following the approval of bonds and insurance coverages and the execution of the Agreement, Owner will issue Job Order(s) for individual Projects and Notice(s) to Proceed with the Work. Contractor cannot occupy the right-of-way before the Notice to Proceed has been issued by the Roads and Airports Department.

The Bidder to whom the Contract is awarded by Owner must, prior to beginning of Work, submit to the Project Engineer the compliance material information required in the County Standard Specifications Section 3.03 “Execution of Contract.” A special retention may be withheld on all work performed prior to submittal of the aforementioned compliance material.

The Contractor must furnish the Project Engineer with a statement from the vendor that the order for long lead time items required for Job Order(s) has been received and accepted by said vendor and said statement must be furnished within ten (10) days after the date of the Notice to Proceed.

Owner will not be liable for any damages suffered by Contractor as the result of a labor dispute (including one involving public employees) which prevents Owner from performing any of its obligations set forth in these Contract Documents. Contractor must within five (5) days from the beginning of any delay notify Owner in writing of the cause of the delay. Owner must ascertain the facts and the extent of the delay and extend the time for completing the Work when, in the Owner’s judgment, the findings of facts justify such an extension. Owner’s finding of fact thereon is final and conclusive on the parties hereto.

SECTION 105 - GENERAL CONDITIONS

105-01 (Not used)

105-02 (Not used)

105-03 (Not used)

105-04 INDEMNITY, INSURANCE AND BOND REQUIREMENTS

The Contractor may be required to provide insurance coverages for additional entities. Contractor's attention is directed to Section 105-04.02. D.3.a. herein below regarding the additional insured endorsement requirement. As required by the County, on a Job Order basis, the public entity(ies) identified on the Request for Job Order Proposal shall be named on the Contractor's applicable coverages as additional insured.

EXHIBIT B-1

INSURANCE REQUIRMENTS FOR
CONSTRUCTION CONTRACTS BETWEEN \$60,000 AND \$2,000,000

105-04.01 INDEMNITY

To the fullest extent allowed by law, the Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of the Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor under this Agreement and does not prevail that contest.

105-04.02 INSURANCE AND BONDS

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. EVIDENCE OF COVERAGE

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier must accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. QUALIFYING INSURERS

1. All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.
2. When surety bonds are required, they shall be issued by companies that meet the following minimum requirements:

a. For projects in excess of \$250,000:

1. A California admitted surety with either a current A.M. Best rating of A IV or a current Standard and Poors (S&P) rating of A.

OR

2. An admitted surety insurer which complies with the provisions of the Code of Civil Procedure, Section 995.660*.

OR

3. In lieu of 1 & 2, a company of equal financial size and stability that is approved by the County's Insurance Manager.

b. For projects under \$250,000:

1. A California admitted surety with either a current A.M. Best rating of B or a current Standard and Poors (S&P) rating of BB.

OR

2. An admitted surety insurer which complies with the provisions of the Code of Civil Procedure, Section 995.660*.

OR

3. In lieu of 1 & 2, a company of equal financial size and stability that is approved by the County's Insurance Manager.

* California Code of Civil Procedure Section 995.660 in summary, states that an admitted surety must provide: 1) the original, or a certified copy of instrument authorizing the person who executed the bond to do so, within 10 calendar days of receipt of a request to submit the instrument; 2) a certified copy of the Certificate of Authority issued by the Insurance Commissioner, within 10 calendar days of receipt of a request to submit the copy; 3) a certificate from County Clerk of Santa Clara County that Certificate of Authority has not been surrendered, revoked, canceled, annulled or suspended, within 10 calendar days of receipt of the certificate; 4) copies of the surety's most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10, within 10 calendar days of receipt of a request to submit the statements.

C. NOTICE OF CANCELLATION

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. INSURANCE REQUIRED

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage shall be provided with limits as follows:

a. Each occurrence	\$1,000,000
b. General aggregate	\$2,000,000
c. Products/Completed Operations aggregate**	\$2,000,000
d. Personal Injury	\$1,000,000

A minimum of 50% of each of the aggregate limits must remain available at all times unless coverage is project specific.

2. General liability coverage shall include:

- a. Premises and Operations.
- b. **Products/Completed Operations with limits of two million dollars (\$2,000,000) per aggregate to be maintained for three (3) years following acceptance of the work by the County. For contracts whose maximum value is less than \$80,000, Products/Completed Operations limits shall be one million dollars (\$1,000,000) and two (2) years.
- c. Contractual Liability expressly including liability assumed under this Agreement. If the Contractor is working within fifty (50) feet of a railroad or light rail operation, any exclusion as to performance of operations within the vicinity of any railroad bridge, trestle, track, roadbed, tunnel, underpass or crossway shall be deleted, or a railroad protective policy provided.
- d. Personal Injury liability.
- e. Owners' and Contractors' Protective liability.
- f. Severability of interest.
- g. Explosion, Collapse, and Underground Hazards (X, C and U).
- h. Broad Form Property Damage liability.

3. General liability coverage shall include the following endorsements, copies of which shall be provided to the County:

- a. **Additional Insured Endorsement**, which shall read:
 "County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds."

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

b. **Contractual Liability Endorsement:**

Insurance afforded by this policy shall apply to liability assumed by the insured under written contract with the County of Santa Clara.

c. **X C & U (Explosion, Collapse and Underground) Endorsement:**

Insurance afforded by this policy shall provide X, C and U Hazards coverage.

4. Claims Made Coverage

If coverage is written on a claim made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes the Contractor's start of work (including subsequent policies purchased as renewals or replacements).
- b. Contractor will make every effort to maintain similar insurance during the required extended period of coverage following project completion, including the requirement of adding all additional insureds.
- c. If insurance is terminated for any reason, Contractor agrees to purchase an extended reporting provision of at least two years to report claims arising from work performed in connection with this Agreement or Permit.
- d. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

5. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

6. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

7. Contractor's Pollution Liability

Contractor shall provide Contractor's Pollution Liability coverage including bodily injury, personal injury, and property damage from a pollution event resulting from the Work, operations or completed operations of the Project with limits not less than \$1,000,000 per claim

or per occurrence and \$1,000,000 aggregate limits, including claim expenses and defense, written on claims made or occurrence basis for the Project inclusive of the term of construction and a ten (10) year completed operations period, including coverage for mold. If the Work involves the removal of asbestos, the removal/replacement of underground tanks and/or the removal of toxic chemicals and substances, Contractor or Subcontractor performing such Work shall provide the appropriate pollution coverage, with limits of no less than \$1,000,000 per claim or per occurrence.

8. Contractors' Equipment Insurance

On an "all risk" basis-covering equipment owned, leased, or used by the Contractor. If the total value of equipment is less than \$100,000 Contractor may self-insure this exposure. If total equipment value is \$100,000 or more, insurance is required. Such insurance shall include an insurer's waiver of subrogation in favor of the County. Contractor shall indemnify, defend, and hold harmless the County for any loss or damage to its equipment. This coverage may be waived by the Insurance Manager, but the Contractor hereby releases and holds harmless the County for any loss or damages to its equipment.

9. Builder's Risk Insurance

The County shall provide Builders' Risk Insurance (first party property insurance) on an all risk basis including flood with a limit of no less than the full replacement value of the work, and covering the work and all materials incorporated therein, and insuring the interests of the County, Contractor, and subcontractors. Insurance shall contain insurer's waiver of subrogation in favor of the Contractor and subcontractors. The Contractor shall be responsible for the first \$50,000 of any loss. The County's provision of Builder's risk insurance is an economic convenience to the County, and does not change or revise the Contractor's responsibility for the Work until County Acceptance, including but not limited to, losses that may exceed the insurance limits. Contractor may secure additional insurance, in Contractor's sole and absolute discretion, and Contractor must include the cost of such insurance in Contractor's bid.

E. SPECIAL PROVISIONS

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractor's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.

3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

F. BOND REQUIREMENTS

1. Contract Bonds

Prior to execution of the Contract, Contractor shall file with the County on the approved forms, the two surety bonds in the amounts and for the purposes noted below, duly executed by a reputable surety company satisfactory to County, and Contractor shall pay all premiums and costs thereof and incidental thereto.

Each bond shall be signed by both Contractor and the sureties.

- a. The "payment bond for public works" shall be in an amount of one hundred percent (100%) of the Maximum Contract Value, as determined from the prices in the bid form, and shall insure to the benefit of persons performing labor or furnishing materials in connection with the work of the proposed Contract. This bond shall be maintained in full force and effect until all work under the Contract is completed and accepted by the County, and until all claims for materials and labor have been paid.
- b. The "performance bond" shall be in an amount of one hundred percent (100%) of the Maximum Contract Value as determined from the prices in the bid form, and shall insure the faithful performance by Contractor of all work under the Contract. It shall also insure the replacing of, or making acceptable, any defective materials or faulty workmanship.

Should any surety or sureties be deemed unsatisfactory at any time by the County notice will be given Contractor to that effect and Contractor shall forthwith substitute a new surety or sureties satisfactory to the County. No further payment shall be deemed due or will be made under the Contract until the new sureties qualify and are accepted by the County.

All alterations, time extensions, extra and additional work, and other changes authorized by the Specifications, or any part of the Contract, may be made without securing consent of the surety or sureties on the contract bonds.

2. Fidelity Bonds (required only if Contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor shall furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.

105-05 PERMITS

The Contractor will be reimbursed for the direct cost of all Permits on a Job Order basis.

Contractor's attention is directed to Section 7.19 "Permits and Fees" of the County Standard Specifications and Section 109 herein for any applicable Railroad Relations & Insurance requirements. Any permit(s) obtained by the Roads & Airports Department shall not relieve the Contractor from obtaining all necessary permits and licenses, providing necessary notices, and complying with all laws, ordinances, rules, and regulations relating to the Work.

105-06 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

A Prime Contractor or subcontractor shall pay any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payments over 30 days may take place only for good cause and with the Project Engineer's prior written approval. Any violation of Section 7108.5 shall subject the violating Contractor or subcontractor to the penalties, sanction and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the Prime Contractor, deficient subcontract performance, or non compliance by a subcontractor.

Before submitting an Application for Payment (Final or Partial) the Contractor shall reach an agreement with the Project Manager concerning the percentage complete of the Detailed Scope of Work and the dollar value for which the Application for Payment may be submitted.

105-07 WAGE THEFT PREVENTION

(1) Compliance with Wage and Hour Laws: Contractor, and any subcontractor it employs to complete work under this Agreement, must comply with all applicable federal, state, and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local Minimum Wage Ordinance or Living Wage Ordinance.

(2) Final Judgments, Decisions, and Orders: For purposes of this Section, a "final judgment, decision, or order" refers to one for which all appeals have been exhausted. Relevant investigatory government agencies include: the federal Department of Labor, the California Division of Labor Standards Enforcement, a local enforcement agency, or any other government entity tasked with the investigation and enforcement of wage and hour laws.

(3) Prior Judgments against Contractor and/or its Subcontractors: BY SIGNING THIS AGREEMENT, CONTRACTOR AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS, OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING—IN THE FIVE YEARS PRIOR TO EXECUTING THIS AGREEMENT—THAT CONTRACTOR OR ITS SUBCONTRACTOR(S) HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. CONTRACTOR FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS SATISFIED AND COMPLIED WITH—OR HAS REACHED AGREEMENT WITH THE COUNTY REGARDING THE MANNER IN WHICH IT WILL SATISFY—ANY SUCH JUDGMENTS, DECISIONS, OR ORDERS.

(4) **Judgments During Term of Contract:** If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision, or order finding that Contractor or any subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or Contractor learns of such a judgment, decision, or order that was not previously disclosed, Contractor must inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM), no more than 15 days after the judgment, decision, or order becomes final or of learning of the final judgment, decision, or order. Contractor and its subcontractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the Office of the County Executive-OCCM with documentary evidence of compliance with the final judgment, decision, or order within 5 days of satisfying the final judgment, decision, or order. The County reserves the right to require Contractor to enter into an agreement with the County regarding the manner in which any such final judgment, decision, or order will be satisfied.

(5) **County's Right to Withhold Payment:** Where Contractor or any subcontractor it employs to perform work under this Agreement has been found in violation of any applicable wage and hour law by a final judgment, decision, or order of a court or government agency, the County reserves the right to withhold payment to Contractor until such judgment, decision, or order has been satisfied in full.

(6) **Material Breach:** Failure to comply with any part of this Section constitutes a material breach of this Agreement. Such breach may serve as a basis for termination of this Agreement and/or any other remedies available under this Agreement and/or law.

(7) **Notice to County Related to Wage Theft Prevention:** Notice provided to the Office of the County Executive as required under this Section shall be addressed to: Office of the County Executive—OCCM; 70 West Hedding Street; East Wing, 11th Floor; San José, CA 95110. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

SECTION 106 - REQUIREMENTS FOR FEDERALLY FUNDED JOB ORDERS

106-01 (NOT USED)

SECTION 107- AMENDMENTS TO COUNTY STANDARD DETAILS AND STANDARD SPECIFICATIONS

The County Standard Details Manual dated September 1997 contains amended, deleted and new standard details. These updates can be obtained from the County of Santa Clara web site at the Department of Roads & Airports Home Page <http://www.sccgov.org/portal/site/rda/>.

The following amendments are incorporated into the County Standard Specifications Manual dated May 2000 as specified herein below.

SEC. 1 DEFINITIONS

The following changes pertain to Section 1.02 “Definitions”

Replace Bid Plans with Bid Documents:

Bid Documents: Construction Task Catalog[®], Technical Specifications and Addenda, as approved by the Board of Supervisors for Bid Purposes.

Replace Change Order with Supplemental Job Order:

Supplemental Job Order: A written agreement entered into after the award of the initial Job Order that alters or amends the initial Job Order. Changes in the Work requested are accomplished by the issuance of a Supplemental Job Order. Changes in the initial Scope of Work involving extensions of Job Order Completion Time, assessment of liquidated damages, adjustment for net credits, and minor additive changes to the Job Order Price are accomplished by issuance of a Supplemental Job Order to the original Job Order. If necessary, at completion of the Work a Request for Final Quantity Adjustment will be issued for actual work performed.

Contract Documents shall be amended to read as follows:

Contract Documents: The Contract Documents consist of the Construction Task Catalog[®], Task Technical Specifications, Special Provisions, Plans, County Standard Specifications and Standard Details, State Standard Specifications and Standard Plans, Request for Job Order Proposals, Job Orders, Supplemental Job Orders, and any addenda or written modifications to any of the foregoing.

Notice to Proceed is amended to read as follows:

Notice to Proceed: Written notice issued by the Owner to Contractor authorizing Contractor to proceed with each Job Order and specifying the first day charged to the Job Order.

The following definitions are added to Section 1.02 “Definitions”

1. **Adjustment Factor:** The Contractor’s competitively bid price adjustment to be applied to the Unit Prices as published in the Construction Task Catalog[®]. Contractors must bid two Adjustment Factors, one for work to be accomplished during Normal Working Hours and one for work to be performed during Other Than Normal Working Hours. All Adjustment Factors are expressed as a multiplicative increase or decrease from the published prices in the Construction Task Catalog[®].
2. **Price Criteria Figure:** The composite Adjustment Factor, used to determine the low proposal, as determined on the basis of the Price Criteria Figure Formula provided in the proposal form.

3. **Construction Task Catalog[®]:** A comprehensive listing of construction related tasks or specific repair or refurbishment tasks together with a specific unit of measurement and a Unit Price. (Also referred to as the ‘CTC’)
4. **Job Order Authorization:** A document that describes Work to be accomplished. The County has sole discretion to determine the number and scope of Job Order Authorization’s issued. Each Job Order includes a Final Detailed Scope of Work, price, a construction duration, and any special conditions that apply to the specific Job Order Authorization, such as liquidated damages. (Also referred to as ‘Project’ or ‘Job Order’)
5. **Job Order Contract:** A competitively bid, indefinite quantity contract for accomplishing construction or construction related repair and refurbishment and related services. Work is accomplished through the issuance of individual Job Orders. (Also referred to as ‘JOC’ and ‘Contract’)
6. **Job Order:** A written order issued by the Owner, such as a Purchase Order, requiring the Contractor to complete the Detailed Scope of Work within the Job Order Completion Time for the Job Order Price. A project may consist of one or more Job Orders.
7. **Job Order Price Proposal:** A price proposal prepared by the Contractor that includes the Pre-priced Tasks, Non Pre-priced Tasks, quantities and appropriate Adjustment Factors required to complete the Detailed Scope of Work.
8. **Job Order Proposal:** The documents prepared by the Contractor stating a price to perform a specific Detailed Scope of Work. The Proposal includes shop drawings and sketches, permits and submittals as necessary, a detailed Job Order Price Proposal comprised of line items from the Construction Task Catalog[®], supporting documentation for any Non Pre-priced items, a construction schedule, a list of subcontractors, and other documentation as may be required by the County prior to the issuance of a Job Order. (Also referred to as Proposal.)
9. **Job Order Price:** The value of the approved Job Order Price Proposal including authorized adjustments, which is the total amount payable by the County to the Contractor for completing a Job Order.
10. **Job Order Completion Time(s):** The number of working or calendar days stated in a Job Order or Supplemental Job Order, to complete the Detailed Scope of Work.
11. **Joint Scope Invitation:** The County’s invitation to the Joint Scope Meeting.
12. **Joint Scope Meeting:** Meeting at the project site with the Contractor to jointly scope the Work before the Detailed Scope of Work is finalized.
13. **Maximum Contract Value:** The maximum dollar value of Job Orders that the County may order and the Contractor may receive during the term of the Contract.
14. **Minimum Contract Value:** The minimum dollar value of Job Orders that the Contractor is guaranteed the opportunity to perform during the term of the Contract.
15. **Non Pre-priced Tasks:** Units of Work that are not included in the Construction Task Catalog[®] but which are within the general scope and intent of this Contract. (Also referred to as ‘NPP’)

16. **Normal Working Hours:** Hours of Work between 6:00 AM and 6:00 PM, Monday thru Friday.
17. **Other than Normal Working Hours:** Hours outside Normal Working Hours including all day Saturday, Sunday and Legal Holidays.
18. **Pre-priced Task:** task described in, and for which a Unit Price is set forth in, the Construction Task Catalog®.
19. **Project:** The collective improvements to be constructed by the Contractor pursuant to a Job Order, or a series of related Job Orders.
20. **Request for Final Quantity Adjustment:** The County’s formal request for the Contractor to provide a Job Order Proposal for final quantity balancing of actual work performed.
21. **Request for Job Order Proposal:** The County’s formal request for the Contractor to provide a Job Order Proposal for the Detailed Scope of Work referenced therein.
22. **Detailed Scope of Work:** Description of services to be provided by the Contractor under an individual Job Order. The Detailed Scope of Work includes documentation for a given project. Documentation may include a narrative description of the Work, partial design documents, or full design documents, depending on the complexity of the specific project. The Joint Scope Invitation includes the Preliminary Scope of Work. The Request for Job order Proposal includes the Progress Scope of Work. The Job Order Authorization includes the Final Detailed Scope of Work.
23. **Site Investigation Meeting Notice:** The County’s invitation to the Site Investigation Meeting at the Project site to discuss Contractor investigation work to take place prior to the Joint Scope Meeting.
24. **Technical Specifications:** The written description of the manner of performing the Work, the quantities, qualities and types of materials to be furnished.
25. **Unit Price:** The price published in the Construction Task Catalog® for a specific construction related repair or refurbishment task. Unit Prices for new Pre-priced Tasks can be established during the course of the Contract and added to the Construction Task Catalogs®. The Unit Prices are fixed for the duration of the Contract. Each Unit Price is comprised of the Labor, Equipment and Materials costs to accomplish that specific task.
26. **Specialty Items:** Tasks identified by the Project Manager as other than those generally performed by an “A-General Engineering Contractor”.
27. **Work:** All materials, labor and use of tools, equipment and services necessary by the Contractor and/or Subcontractor to complete the Job Order.

SEC. 2.08 BID GUARANTY

Section 2.08 “Bid Guaranty” (on page 19) is amended to read as follows:

“Each Bid over thirty thousand dollars (\$30,000) shall be accompanied by cash, a certified or cashier's check, or a Bidder's bond in the sum of not less than 10% of the Job Order Contract total value of three million dollars (\$3,000,000) including all additives and/or all alternate Bid items. The original Bid Bond must be provided by an admitted Surety insurer, authorized to issue Surety bonds in the State of

California, and it must execute the Bid Bond. Said check or bond shall be made payable to the order of the County of Santa Clara.”

SEC. 2.09 WITHDRAWAL OF BIDS

The following sentence is added at the end of Section 2.09 “Withdrawal of Bids”:

“For relief of Bidders, Bidder’s attention is directed to Section 2.12 “Relief of Bidders”.”

SEC. 3.03 EXECUTION OF CONTRACT

The following is added at the end of Section 3.03.01 “Submittals for Formal Contracts prior to Owner’s Execution of Contract Documents”:

“(e) One original of the signed Contractor’s Certification of Worker’s Compensation.

The following is added at the end of Section 3.03.02 “Submittals for Minor Contracts prior to Owner’s Execution of Contract Documents”:

“(d) One original of the signed Contractor’s Certification of Worker’s Compensation.”

Section 3.03.03 “Submittals for all Contracts Prior to Contractor Performing Work” is replaced with the following:

3.03.03.01

The Bidder to whom the Contract is awarded by Owner, within the time limit set forth in the Contract Documents or 20 days after Notice of Award, submits the following information to the Contract Compliance Representative.

- (a) Names and titles of personnel authorized to sign Supplemental Job Orders, Job Order Proposals, Final Detailed Scope of Work, Supplemental Job Order Proposal, and Supplemental Final Detailed Scope of Work.
- (b) Names and telephone numbers of the superintendent, foreperson, and personnel who can be reached in case of emergencies.
- (c) Names and title of personnel designated to be the Equal Employment Opportunity Officer(s) by the prime Contractor.
- (d) Name and title of person responsible for the prevention of accidents in accordance with CSS Section 7.09 “Workers’ Safety Provisions.”
- (e) A copy of the prime Contractor’s Injury and Illness Prevention Program in accordance with Section 3203 of the General Industry Safety Orders.
- (f) Form W-9, Request for Taxpayer Identification Number and Certification.

3.03.03.02

The Contractor to whom a Job Order is awarded by Owner, within 5 days after receipt of the Job Order Authorization, submits the following information to the Contract Compliance Representative.

Note: In accordance with the Subletting and Subcontracting Fair Practices Act (PCC 4100, et seq.) (“Act”), the awarded contractor will be required to designate all subcontractors at the time it submits a Job Order Proposal. See pages 107-15 and 107-16 for Job Order Proposal Form 2A and Form 2B.

- (a) A list of material suppliers, including those of the Subcontractor(s), in accordance with CSS Section 6.02 “Source of Supply and Quality of Materials.”
- (b) Names and telephone numbers of the superintendent, foreperson, and personnel who can be reached in case of emergencies.
- (c) Request of approval of Subcontractors.
- (d) A weekly progress schedule in accordance with Section 111-11 “Progress Schedule.”
- (e) A schedule of the Contractor's and Subcontractors' prevailing wage rates, including fringe benefit statements, containing names, classifications, and hourly rate of pay of workers who are to be employed in the construction of the Job Order.
- (f) A Site Safety Plan in accordance with California Code of Regulations, Title 8, including:
 - (1) Map showing route(s) from job site(s) to nearest medical facility;
 - (2) Material Safety Data Sheets (MSDS) for hazardous materials brought on site;
 - (3) Contract specific safety issues not included in Injury and Illness Prevention Plan.
- (g) A Construction Storm Water Pollution Prevention Plan as specified in Section 111-15.

3.03.03.03

A special retention will be withheld by Owner on all Work performed prior to submittal of the aforementioned compliance materials.

**JOB ORDER PROPOSAL FORM 2A – CERTIFICATION OF SUBCONTRACTING
LIMITATIONS & DESIGNATION OF SUBCONTRACTORS**

Pursuant to the California Subletting and Subcontracting Fair Practices Act, Public Contract Code, sections 4100 et seq. (the “Subcontractor Listing Law”), **Bidder shall completely fill in the form on the next page (Proposal Form 2B) for each Subcontract that exceeds one-half percent (1/2%) of the Bidder’s total Base Bid**, or in the case of proposals for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total base bid or \$10,000, whichever is greater.

If more than one subcontractor is listed for the same kind of Work, state the portion of Work each subcontractor will perform. If a bidder fails to specify a subcontractor as required hereunder or if a bidder specifies more than one subcontractor for the same portion of work, the bidder agrees that bidder shall, and is fully qualified to, perform that portion of the work itself. “Subcontractor” means a contractor, within the meaning of Business and Professions Code section 7026, who contracts directly with the Bidder, performing work or labor or render service to the Bidder.

Failure to list required information may result in proposal determined to be non-responsive. Bidder shall list all Subcontractors, their Place of Business (physical address) California contractor’s License Number, DIR number, Email address, and Description, Bid Item Numbers, and Percentage/Dollar values of the Subcontractor(s)’ Work. “Specialty” Item of Work subcontractors shall be so designated.

Contractor hereby certifies that it shall perform with its own organization Contract Work amounting to **not less than 50%** of the original total Job Order Contract price, excluding Supplemental Job Order Work and any designated “Specialty Item,” (*) both of which may be deducted from the original Job Order Contract price before computing the amount of Work required to be performed by the Contractor with its own organization. Bidder’s failure to list a Subcontractor for any portion of the Work in excess of 1/2% of Bidder’s total Base Proposal signifies that Bidder will self-perform that portion of the Work with its own forces.

BIDDER’S SIGNATURE: _____	DATE: _____
BIDDER’S NAME (PRINT): _____	
TITLE (PRINT): _____	

Continued next page...

PROPOSAL FORM 2B - CERTIFICATION OF SUBCONTRACTING LIMITATIONS & DESIGNATION OF SUBCONTRACTORS(1)

SUBCONTRACTOR'S NAME, BUSINESS ADDRESS, CA CONTRACTOR'S LICENSE NUMBER, DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) NUMBER, AND EMAIL	Task Item Number	Construction Task Item description	Specialty Item of work (Yes/No)	Percentage / Dollar Value of portion of work per bid item(2)
Company Name:				% / \$
Business Address:				% / \$
				% / \$
				% / \$
CA License Number:				% / \$
DIR Number:				% / \$
Email:				% / \$
Company Name:				% / \$
Business Address:				% / \$
				% / \$
				% / \$
CA License Number:				% / \$
DIR Number:				% / \$
Email:				% / \$

BIDDER'S SIGNATURE: _____	DATE: _____
BIDDER'S NAME (PRINT): _____	
TITLE (PRINT): _____	

NOTE: 1. To list additional Subcontractors, submit completed copies of this Bid Form 2B as needed.
 2. Dollar Value should match bid item.

SEC. 4 DETAILED SCOPE OF WORK

The following changes pertain to Section 4 “Detailed Scope of Work”:

The second paragraph of Section 4.02 “Changes” is replaced with the following:

Any such changes in the Work requested in a Job Order will be done without invalidating the Job Order by the issuance of a Supplemental Job Order to accommodate the changes. The procedures for the issuance of such a Supplemental Job Order are the same as the procedures for the issuance of the original Job Order. Any additions or deletions are therefore calculated by using the appropriate item in the Construction Task Catalog[®], times the quantity to be adjusted, times the appropriate Adjustment Factor. Time will be adjusted as appropriate for the Detailed Scope of Work.

Credits for Pre-priced and Non Pre-priced Tasks shall be calculated at the pre-set Unit Prices and multiplied by the appropriate Adjustment Factors. The result is that a credit for Tasks that have been deleted from the Detailed Scope of Work will be given at 100% of the value at which they were included in the original Job Order Price Proposal.

Delete section 4.02.01

SEC. 5.07 WORKING AREA, STORAGE OF MATERIALS AND PROJECT SITE REAL PROPERTY

Section 5.07.02 “Project Site Real Property” is amended to read as follows:

“Project site real property shall be defined as property used by Contractor for Project construction purposes such as lay-down or staging area during the term of a construction project.

For projects constructed on a County expressway or roadway, which are administered by the Roads & Airports Department, if a construction lay-down or staging area is designated on the Project Plans, Contractor, with the approval of the Roads & Airports Department, can use the designated County-owned right-of-way free of charge. If a construction lay-down or staging area is not specified on the Project Plans, or should Contractor require additional real property over that specified on the Project Plans, Contractor shall be responsible for securing the real property at its own expenses. The Roads & Airports Department Property Section can be contacted to determine if Owner’s property is available for lease to Contractor at fair market value.

Clean up of Project site real property and/or any property occupied by Contractor shall be in compliance with CSS Section 22 “Clean-up”.

The costs for leasing or renting a Project site real property and any associated and incidental expenses, including clean-up costs as specified hereinabove, will not be paid for separately and will be considered as included in other items of work specified in the Project contract documents.”

SEC. 5.08 LINES AND GRADES

Section 5.08 “Lines and Grades” (on page 51) is amended to read as follows:

“Unless specified otherwise on the Project Contract Documents, the Owner will provide construction staking that is needed to construct the improvements to lines and grades as specified in the Contract Documents.

When the Contractor requires such stakes or marks to be set, the Contractor shall notify the Project Inspector in writing a minimum of 48 hours in advance of starting operations that require such stakes or marks. Stakes and marks set by the owner shall be carefully preserved by the Contractor. In case such stakes and marks are destroyed or damaged, they will be replaced at the Owner's earliest convenience. The Contractor will be charged for the cost of necessary replacement or restoration of stakes and marks which, in the judgment of the Project Engineer, were carelessly or willfully destroyed or damaged by the Contractor's operations. This charge will be deducted from any moneys due or to become due the Contractor."

SEC. 5.13 DIFFERING SITE CONDITIONS

Section 5.13 "Different Site Conditions" is amended to read as follows:

"5.13 DIFFERING SITE CONDITIONS

"During the progress of the Work, the Contractor shall promptly, and, before the following conditions are disturbed, notify the Project Engineer, in writing, of any:

- 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.
- Subsurface or latent physical conditions at the site differing from those indicated by information about the site made to bidders prior to deadline for submitting bids.
- 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.

Upon receipt of the written notification, the Project Engineer will promptly investigate the conditions and will notify the Contractor of the Project Engineer's findings.

- If the Project Engineer 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, the Owner will issue a Supplemental Job Order under the procedures described in the Contract.
- In the event that a dispute arises between the Project Engineer 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 the Contract or by law which pertain to the resolution of disputes and protests between the Contractor and the Owner.

No Job Order adjustment by Supplemental Job Order, which results in a benefit to the Contractor, will be allowed unless the Contractor has provided the required written notice.

No Job Order adjustment by Supplemental Job Order will be allowed under the provisions specified in the Section for any effects caused on unchanged Work.

Any Job Order adjustment warranted due to differing site conditions will be made in accordance with the provisions in Section 4.02 "Changes" except as otherwise provided."

SEC. 5.14 CHARACTER OF WORKERS

Section 5.14 “Character of Workers” (on page 55) is amended to read as follows:

“If any Subcontractor or person employed by the Contractor appears to the Project Engineer to be incompetent, not possess the proper license or certification for the work performed as required by the California Labor Code or other applicable regulations, or act in a disorderly or improper manner, he/she shall be discharged immediately on the request of the Project Engineer, and such person shall not again be employed on the Work.”

SEC. 5.17 CORRECTION OF WORK AND GUARANTEE

Section 5.17.02 “Year 2000 Compliance Warranty” (on page 57) is deleted in its entirety.

SEC. 5.19 COORDINATION, INTERPRETATION AND ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS

The first paragraph of Section 5.19 “Coordination, Interpretation and order of precedence of contract documents is amended to read as follows:

The Contract Documents are intended to be complementary, and to describe and provide for a complete Work. The following order of precedence governs the interpretation of the Contract Documents:

1. Agreement
2. Addenda (later takes precedence over earlier)
3. Job Order Authorization
4. Special Provisions
5. Job Order Plans
6. Construction Task Catalog[®]
7. Technical Specifications
8. County Standard Details
9. County Standard Specifications
10. State Standard Plans
11. State Standard Specifications

SEC. 6.09 TRADE NAMES AND ALTERNATIVES

The second paragraph of Section 6.09 “Trade Names and Alternatives” is amended to read as follows:

“Contractor may offer, at any time during a period starting with the Notice to Proceed and ending 35 days later, any material, process or article, which shall be substantially equal or better in every respect to that so indicated or specified; provided, however, that if the material, process or article offered by Contractor is not, in the opinion of the Project Engineer, substantially equal or better in respect to that specified, then Contractor must furnish the material, process or article specified or one that, in the opinion of the Project Engineer, is substantially equal or better in every respect.”

SEC. 7.08 WORKERS’ TRAVEL AND SUBSISTENCE PAYMENTS

Section 7.08 “Workers’ Travel and Subsistence Payments” is deleted in its entirety.

SEC. 7.22 PUBLIC CONVENIENCE AND PUBLIC SAFETY

Section 7.22.03 “Intersection or Lane Closure” (on page 103) is amended in its entirety to read as follows:

“Lane or intersection closure shall be made in accordance with the latest California Manual on Uniform Traffic Control Devices for Streets and Highways, the following requirements and the project Special Provisions:

- (a) Traffic control/detour plan must be prepared by the Contractor as per CSS Section 4.06 “Submittals for Materials and Equipment” and submitted to the Project Engineer for review and acceptance.
- (b) Traffic signal operations shutdown must be limited to one intersection per a two (2) mile radius limit. In no event, two (2) adjacent intersections are permitted to be closed concurrently.
- (c) No lane closure on expressways is permitted between the hours of 6:00 AM – 9:00 AM and 3:00 PM – 7:00 PM. Lane closure set-up or removal activities are not permitted during the hours specified.
- (d) Only one traffic lane is allowed for closure in each direction of the roadway.
- (e) No shutdown of the traffic signal is permitted during the hours specified herein above. Uniformed police officer(s) shall be provided as specified in CSS Section 12.02 “Flaggers and Police Officers” to direct traffic during shutdown.
- (f) Existing facilities for bicycle and pedestrian must be maintained or alternative route conforming to ADA requirements provided during construction.
- (g) Upon completion of all work requiring lane closure, temporary traffic control signs and devices must be removed from the site of the work. Any temporary Owner-furnished temporary traffic control signs and devices, when no longer required, must be delivered to a location designated by the Project Engineer.

Unless otherwise specified in the Special Provisions, compensation for preparing traffic control/detour plan, furnishing, placing, maintaining and removing temporary traffic control devices and signs, including those furnished by Owner, is considered as included in the Contract price for traffic control.

SEC. 8.11 UTILITIES AND OTHER FACILITIES

The third sentence in the second paragraph of Section 8.11.01 “Underground Service Alert (USA)” (on page 135) is amended to read as follows:

“...USA marking paint shall be of washable type and shall be removed as specified in CSS Section 22 “Clean-up (Finishing Roadway)”.”

SEC. 9.03 PAYMENT FOR INCREASED OR DECREASED QUANTITIES

Sections 9.03 “Payment for Increased or Decreased Quantities” (on page 159) is amended to read as follows:

“If there is any variance between the estimated amount of work shown with a unit price on the Bid Schedule and the actual amount of authorized work performed, there shall not be any adjustment of unit price by reason of overruns or underruns. All items of authorized work performed will be paid for at the contract unit price for that item.

Exception shall be made to federally funded contracts as follows.

Increase or decrease in the quantity of a Contract item of Work will be determined by comparing the total pay quantity of that item of Work with the Engineer’s Estimate therefor.

If the total pay quantity of any item of Work required under the Contract varies from the Engineer’s Estimate therefor by 25 percent or less, payment will be made for the quantity of Work of the item performed at the Contract unit price therefor, unless eligible for adjustment pursuant to CSS Section 4.02.01 “Changes in Character of Work.”

If the total pay quantity of any item of Work required under the Contract varies from the Engineer’s Estimate therefor by more than 25 percent, in the absence of an executed Extra Work Order or Change Order specifying the amount to be paid, the compensation payable to the Contractor will be determined in accordance with Section 9.03.01 “Increase of More than 25 Percent” and Section 9.03.02 “Decrease of More than 25 Percent”.”

SEC. 9.07 STOP NOTICES

Section 9.07 “Stop Notices” (on page 164) is amended to read as follows:

“Owner will comply with California Civil Code, Division 4, Part 6, Title 3, Chapter 4 regarding Stop Notices. All Preliminary and Stop Notices shall be sent to the attention and address indicated on the “Stop Notice Information” set forth in the Bid Forms section of the Project Special Provisions.”

SEC. 10 DUST CONTROL

Section 10 “Dust Control” (on page 172) is amended to read as follows:

“Dust control shall conform to the provisions in Section 14 “Environmental Stewardship” of the most current edition of the State Standard Specifications.

SEC. 12.01 CONSTRUCTION SIGNS

Section 12.01 “Construction Signs” (on page 175) is amended to read as follows:

“Contractor shall furnish, install, maintain, and remove, upon the completion of the Work, construction area signs. Signs shall meet the minimum standards set forth in Part 6 of the MUTCD and MUTCD California Supplement. Signs of types W20-1 (ROAD WORK AHEAD) and G20-2 (END ROAD WORK) shall be installed on all approaches to the Work area. On high-speed arterials, type W13-1 (Advisory Speed Plaque) sign shall be provided. The Engineer will determine the applicable advisory crosswalks are delineated, temporary W3-4 (BE PREPARED TO STOP) and W11-2 (PEDESTRIAN CROSSING) and W16-7P (Diagonal Downward Pointing Arrow Symbol) signs shall be provided for the duration of the non-functional signal system. The requirements of this section shall apply to any other signs required in the Contract Documents.”

SEC. 86.02 MATERIALS AND INSTALLATION

Section 86.02.06C (6) (on page 249) is amended to read as follows:

“Underground conduit shall be installed at a minimum depth of 1 M (36 inches) below finished grades. Placement of conduit on top of roadway pavement within the paved median island shall not be permitted.”

The following provision is added at the end of Section 86.02.06 C “Installation” (on page 250):

“(13) Where pull boxes are placed or replaced in conduit runs, metallic conduit stub-ups shall be threaded, fitted with threaded bushings, and bonded; and PVC and HDPE conduit stub-ups shall be fitted with end bells.”

The identification “COUNTY TEO” specified in the first paragraph in Section 86.02.07B “Cover Marking” is amended to read “COUNTY”.

The following provision is added to Section 86.02.07D “Installation” (on page 253):

“(5) Pullboxes shall be installed parallel to the general alignment of the roadway curb line or edge of pavement. It shall be leveled and conformed to the top of curb when installed at back of curb.”

The last paragraph of Section 86.02.08F(2)(g) (on page 260) is amended to read as follows:

“The finished cable shall be capable of withstanding a pulling tension of 2,700 Newtons (600 lbs) minimum.”

The first sentence of the last paragraph of Section 86.02.08F(3)(a) (on page 262) is amended to read as follows:

“The cable shall withstand a tensile load of 2,700 Newtons (600 lbs) without exhibiting an average increase in attenuation of greater than 0.10 dB (single mode).”

Subsection (2) of Section 86.02.09B “Installation and Tagging of Conductors and Cables (Other Than Fiber-Optic Cable)” (on page 264) is amended to read as follows:

“(2) Unless specified otherwise, all installed conductors, cables, including spare conductors and cables, shall each be provided with 2 m (6 feet) long minimum of slack in each pull box. Slack shall be neatly grouped together without tangles or crossovers, taped to form a neat coil and then placed inside the pull box. At locations other than pull box, such as in unused tenons, the conductor slack shall be left inside the mast arm and the conductor ends shall be securely fastened to a convenient location inside the tenon. Slack in pull box will be measured by removing the pull box lid and extending the conductor or cable

slack loop vertically to a point where the apex of the conductor or cable slack loop measures 1m (3 ft) minimum above the finished grade of the pull box. Slack in unused mast arm tenon shall be measured by extending the conductor slack loop horizontally to a point where the apex of the slack loop measures 1 m (3 feet) minimum from the end of tenon.”

The following is added to the end of Section 86.02.09C “Installation of Fiber-Optic Cable” (on page 267):

“(3) Cable Slack

Unless otherwise specified, fiber-optic cable slack shall be provided as follows:

In No. 6 pull box	2 meters (6 ft) minimum.
In fiber-optic pull box (with splice enclosure)	7 meters (23 ft) minimum on each side of splice enclosure.
In fiber-optic pull box (without splice enclosure)	15 meters (50 ft) minimum.
In communication hub	50 meters (164 ft) minimum of each cable entering the hub.
In new or home run pull box with conduit to side-mounted fiber equipment enclosure	3 meters (10 ft) minimum.

Slack in pull box shall be measured by removing the pull box lid and extending the cable vertically or horizontally to a point where the apex of the cable slack loop measures at least one-half of the hereinabove specified length, above or from, respectively, the finished grade of pull box.

Section 86.02.09H “Measurement and Payment” (on pages 272 & 273) shall be amended to read as follows:

“Work specified in this section, except as specified below, will be paid for at the Contract lump sum price for wiring, including the furnishing and installation of conductors, conductor slacks and bonding/grounding as specified in CSS Sections 86.02.08 “Conductors and Cables” and 86.02.10 “Bonding & Grounding.”

Telemetry or signal interconnect cable will be measured by the linear meter or linear foot, horizontally on a straight line between centerlines of pull boxes or between centerlines of pull box and cabinet, as specified in the Contract Documents, and paid for at the Contract price for furnishing and installing telemetry or signal interconnect cable completed in place. No separate measurement or payment shall be made for other sections or lengths of cable such as underground cable’s vertical rise into pull boxes, cable rising into or routed within a cabinet, cable following a locally curved conduit path, and required cable slack in pull boxes and cabinets. Fiber-optic cable will be measured by the linear meter or linear foot as specified in the Contract Documents. Measurement will be made horizontally on a straight line between centerlines of pull boxes, between centerlines of pull box and cabinet at which the cable enters, or between centerline of pull box and the side of the communication hub structure at which the cable enters. In an aerial installation when specified in the Contract Documents, the length of cable rising on utility pole will be measured for payment from the base of the utility pole to the point of attachment of the messenger wire on the utility pole, and the length of cable spanned between poles will be measured horizontally on a straight line between centerlines of poles. No separate measurement or payment shall be made for other sections or lengths of cable such as underground cable’s vertical rise into pull boxes, cable rising into or routed within a cabinet, cable following a locally curved conduit path, cable sag, or required cable slack coiled in splice chambers, pull boxes, cabinets, and communication hubs. Fiber-optic cable will be paid for at the Contract price for furnishing and installing fiber-optic cable completed in place and compensation shall include the furnishing and installation of fiber-optic connectors and providing the required Optical Time Domain Reflectometer tests and test results on the fiber-optic cable at different phases of the cable installation.

Fiber-optic splices will be measured as each unit installed completed in place, and successfully passes the required tests and paid for at the Contract price for making and testing lateral fiber-optic splice, trunkline fiber-optic splice or pigtail splice as specified in the Contract Documents. Splice closures will be measured as each unit furnished, installed and securely attached to the rack and hook assembly upon completion of splices and paid for at the Contract price for furnishing and installing fiber-optic splice closures.

Section 86.02.11B “Service Controls” is amended to read as follows:

“The type and size of breakers shall be as specified on Standard Detail E/2D (Sheet 2 of 2) in the County Standard Details Manual.”

SEC. 86.04 TRAFFIC SIGNAL FACES AND FITTINGS

Section 86.04.01 “Vehicles Signal Faces” (on page 312) is amended to read as follows:

“Vehicle signal faces shall have metal signal sections conforming to SSS Section 86-4.01 “Vehicle Signal Faces”. Visors shall be full circle and metal type conforming to SSS Section 86-4.01B “Visors”. Louvers shall not be used unless specified in the Contract Documents.

The first and second paragraphs in Section 86.04.05 “Signal Lamps” (on page 314) is replaced with the following:

“All traffic and pedestrian signal indications shall be Light Emitting Diode (LED) module type conforming to ITE standards and the requirements of the Contract Documents.”

SEC. 86.05 DETECTORS

The second paragraph in Section 86.05.04 “Detector Loop Installation” (on page 319) is replaced with the following:

- (1) Detector loop homeruns shall not cross more than 2 traffic lanes before entering the handhole.
- (2) Detector lead-in cables between pull box (immediately adjacent to the detector handhole) and controller cabinet shall run continuously and shall be unspliced throughout the length of the conductors.
- (3) Detector loops shall have diamond or circular configuration conforming to CSD E/5A.
- (4) The sealant for filling slots shall be asphaltic emulsion sealant for asphaltic concrete pavement application and hot-melt rubberized asphalt sealant for Portland cement concrete pavement; both as specified in the State Standard Specifications.

The last paragraph in Section 86.05.04 “Detector Loop Installation” (on page 319) is replaced with the following:

“Work on detector loop shall be measured and paid for at the Contract unit price for detector loop furnished and installed complete in place, including pavement sawcut and restoration. Work on detector handhole and pull box shall each be measured and paid for at the Contract unit prices for each type furnished and installed complete in place including furnishing and installing conduit connecting the handhole and pullbox.”

SEC. 86.07 REMOVING, REINSTALLING OR SALVAGING SIGNAL/ELECTRICAL EQUIPMENT & FACILITIES

Section 86.07.02 “Removal and Storage of Salvaged Equipment” (on page 322) is amended to read as follows:

“Light and signal standards, signal frameworks, miscellaneous equipment and materials when specified by the Contract Documents to be salvaged, traffic signal controller cabinets and LED signal heads shall be delivered by Contractor to the following address prior to the final acceptance of the Project:

Santa Clara County East Yard
1505 Schallenberger Road
San Jose, CA 95131

Signal heads shall be disassembled from their frameworks. Visors and backplates shall be disassembled from signal heads. Frameworks, and pedestrian push buttons, signs, and bands shall be removed from signal standards. All non built-in wiring shall be removed from salvaged equipment or materials. Care shall be taken to insure that equipment is returned in an undamaged condition.

The Contractor shall be responsible for the damage, loss, and interim storage of all salvaged materials and equipment until delivered and accepted by the Engineer at the specified site. Salvaged materials and equipment shall remain the property of the County.”

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SECTION 108 - MATERIALS

108-01 PREQUALIFIED AND TESTED SIGNING AND DELINEATION MATERIALS

The Owner has adopted the Caltrans' trade name list of approved prequalified and tested signing and delineation materials and products for use on this Contract. Approval of prequalified and tested products and materials shall not preclude the Project Engineer from sampling and testing any of the signing and delineation materials or products at any time.

The current trade name list is available at Caltrans web page:

http://www.dot.ca.gov/hq/esc/approved_products_list/pdf/S8M03.pdf. This list of approved prequalified and tested signing and delineation materials and products covers materials and products that shall be used in the Work. A Certificate of Compliance shall be furnished as specified in Section 6.11 "Certificates of Compliance" of the County Standard Specifications for signing and delineation materials and products. Said Certificate shall also certify that the signing and delineation material or product conforms to the prequalified testing and approval of Caltrans, Division of Traffic Operations, and was manufactured in accordance with the approved quality control program.

Materials and products will be considered for addition to said approved prequalified and tested list if the manufacturer of the material or product submits to Caltrans, Division of Traffic Operations, a sample of the material or product. The sample shall be sufficient to permit performance of all required tests. Approval of such materials or products will be dependent upon a determination as to compliance with the specifications and any test that Caltrans may elect to perform.

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SECTION 109 - RAILROAD RELATIONS AND INSURANCE

Railroad insurance may be required on specific Job Orders as stated in the Request for Job Order Proposal. Contractor will be reimbursed by the County for the direct cost of any railroad insurance required for a specific Job Order.

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SECTION 110- DESCRIPTION OF WORK

110-01 POST CONTRACT AWARD CONFERENCE

After award of the Contract and before the issuance of the first Request for Job Order Proposal, the County will conduct a conference to acquaint the Contractor with the County's policies and procedures applicable to the prosecution of the Work and the administration of the Contract.

110-02 GENERAL SCOPE OF WORK

The scope of required Work will be determined by the Final Detailed Scope of Work stated in each individual Job Orders. The County is not obligated to issue any Job Order(s). All costs incurred with preparing Job Order Proposals are the sole responsibility of the Contractor.

110-03 DESCRIPTION OF WORK

1. Contractor will perform Work only as authorized by the County in accordance with the procedures for ordering work. The Contractor must perform all Job Orders up to and including the Maximum Contract Value. The Contractor will have the opportunity to perform the Minimum Contract Value. Contract values are as indicated in section 100-00 of these Special Provisions.
2. The Contractor must provide all pricing, management, design drawings, shop drawings, documents, labor, materials, parts (to include system components), transportation, plant, supervision, and equipment needed to perform each Job Order. The Contractor must provide quality assurance as specified in strict accordance with the Contract.
3. The Contractor shall assign a full-time person as its representative for this Contract. This person shall be acceptable to the Owner and shall have a cell phone at which he or she can be reached at all times.
4. The Contractor shall also have at all times an Office Manager and a Superintendent assigned to this Contract. Additional staff will be provided depending on the volume of work. For each Job Order issued, the Contractor shall identify the Superintendent responsible for that Job Order. The Superintendent shall be reachable 24 hours a day, seven days a week. If the named Superintendent is not available because of illness or vacation or the like, the Contractor shall notify the Owner of a substitute Superintendent. At all times, the Contractor shall provide at least one Superintendent for every four Job Orders. Whenever, in the sole discretion of the Owner, the Contractor is not providing a sufficient level of supervision, the Owner may direct the Contractor to increase the level of supervision for any or all projects, including but not limited to the right to direct the Contractor to assign a full time, dedicated Superintendent for any project; submit daily management, inspection, activity, and planning reports; substitute subcontractors; submit daily photographs of the work in place and the work areas prepared for the next day's work; and develop a site specific quality control program, all at no cost to the Owner. In the event the Owner's personnel are required to provide direction or supervision of the work in the field because the Contractor has not provided sufficient supervision, the Contractor shall reimburse the Owner \$130 per hour for such effort.
5. In addition to the tasks and requirements stated in the Construction Task Catalog[®] and Technical Specifications, the County may require Non Pre-priced Tasks. The parties will price these Non Pre-

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priced Tasks in accordance with the procedures set forth in Section 111-02, "Job Order Proposal Development."

6. As Directed by the County the Contractor will provide incidental architectural or engineering design services in accordance with applicable State laws and the County's insurance and indemnification requirements. All documents are subject to review and approval of the County. The County may require that design documents be prepared and provided in Computer Aided Design (CAD) format.
7. For computer and communication equipment requirements see Section 111-06 "Computer and Communication Equipment Requirements" and 111-07 "Job Order Contracting Management System."

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SECTION 111 - JOB ORDER WORK AND SPECIFICATIONS

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111-01 PROCEDURE FOR ORDERING WORK

1. Each Job Order will be prepared by or under the direction of a registered person(s) per the Professional Engineers Act § 6735 of the California Business and Professions Code.
2. When necessary County staff will notify the Contractor of a required site investigation meeting to discuss a potential Job Order.
3. When field investigations are required in order to develop a Scope of Work, the Owner will issue a Site Investigation Meeting Notice to authorize the Contractor to perform work prior to issuing a Job Order. Labor, equipment and materials necessary to perform the field investigation will be paid for at the prices listed in the CTC.
4. Following the field investigation work and the incorporation of relevant information acquired into the Preliminary Scope of Work, the Owner will schedule a Joint Scope Meeting. All costs associated with the field investigation work will be included in the Job Order Proposal. If no Job Order Authorization is issued for the Project, a Job Order Authorization will be issued to compensate Contractor for the field investigation work.
5. Prior to the Joint Scope Meeting, the County will provide the Contractor with all appropriate information and documentation, if any, pertaining to the potential Job Order. The Contractor will participate in the Joint Scope Meeting and visit the proposed site with County staff. At the Joint Scope Meeting the following items will be discussed:
 - a. Job Order number and title
 - b. Existing site conditions
 - c. Methods and alternatives for accomplishing work
 - d. Definition and refinement of requirements
 - e. General Scope of Work
 - f. Requirements for design drawings, professional services, sketches, submittals, catalogue cuts, samples, shop drawings, specifications, etc.
 - g. Tentative construction schedule (bar chart or critical path method schedule)
 - h. Preliminary quantity estimates
 - i. Staging areas, site access and protocol for admission
 - j. Hours of operation
 - k. Special conditions regarding unique facility operations
 - l. The presence of hazardous materials
 - m. Safety requirements
 - n. Liquidated damages
 - o. Job Order Proposal due date
6. Upon completion of the joint scoping process, the County will issue a Request for Job Order Proposal and a Progress Scope of Work referencing any sketches, drawings, photographs, and specifications required to document accurately the work to be accomplished. The Contractor shall review the Detailed Scope of Work and request any required changes or modifications. When an acceptable Detailed Scope of Work has been prepared, the Owner will issue a Request for Proposal that will require the Contractor to prepare a Job Order Proposal. The Detailed Scope of Work, unless modified by both the Contractor and the Owner, will be the basis on which the Contractor will develop its Job Order Proposal and the Owner will evaluate the same. The Contractor does not have the right to refuse to perform any task or any work in connection with a particular Project.

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7. The Owner may award an individual Job Order to any selected Contractor. Award of the Job Order will be in compliance with established Owner procedures and based on one or more of the following criteria:
 - a. Rotational selection among all Contractors, unless otherwise determined by the Owner.
 - b. Evaluation of past and current performance on Job Orders of a similar nature and type of work, project size, construction management challenges, schedule performance, design management requirements, etc.
 - c. Balancing of work load (Job Order dollar volume and construction backlog) among Contractors.
 - d. Management of Job Order dollar volume within bonding limitations of the Contractor.
 - e. Price, as it relates to the Owner's independent cost estimate.
 - f. Contractor's responsiveness to the Owner on Job Orders.
 - g. Other appropriate criteria as deemed in the best interest of the Owner.

111-02 JOB ORDER PROPOSAL DEVELOPMENT

The Contractor will prepare Job Order Proposals in accordance with the following:

1. Pre-priced Tasks: The Contractor will identify the task and quantities required from the Construction Task Catalog[®] (CTC). The Unit Price set forth in the CTC serves as the base price.
2. Non Pre-priced Tasks (NPP): Non Pre-priced Tasks, if any, must be separately identified in the Job Order Proposal. Information submitted in support of Non Pre-priced Tasks includes, but is not be limited to, the following:
 - a. Complete specifications and technical data, including task content, support drawings, task cost data, quality control and inspection requirements.
 - b. Work schedule.
 - c. Cost data will include a cost analysis report, establishing the basis for selecting the approach proposed for accomplishment of the task. Unless otherwise directed by the County, if the Contractor will perform the work with its own forces, cost data will be submitted demonstrating that the Contractor sought and received three price quotes and to the extent possible use Pre-priced Tasks for labor and equipment from the Construction Task Catalog[®]. The Contractor will provide an installed Unit Price (or demolition price if appropriate) which will include all costs required to accomplish the Non Pre-priced Task. If the work is to be subcontracted, the Contractor must submit three independent quotes from subcontractors. The Contractor shall not submit a quote or bid from any supplier or subcontractor that the Contractor is not prepared to use. The Owner may require additional quotes and bids if the suppliers or subcontractors are not acceptable or if the prices are not reasonable.
 - d. The final price submitted for Non Pre-priced Tasks which are performed by the Contractor will be according to the following formula:
 1. A =direct labor cost and fringe benefits per prevailing wage rates
 2. B =direct material costs (supported by quotes)
 3. C =direct equipment costs (supported by official posted state rental rates)
 4. D =allowable overhead costs = A x 55% (i.e. workers compensation insurance
 5. E =allowable profit = (A + B + C) x 10%

The final price submitted for Non Pre-priced Tasks which are performed by a subcontractor is according to the following formula:

1. F =subcontractor costs (supported by quotes)

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2. $G = \text{contractor allowance for subcontractor costs} = F \times 5\%$
3. $H = \text{contractor's overhead for subcontractor costs}$ in accordance with the following schedule:
 - a. $F \times 0\%$ for NPP Tasks $< 10\%$ of the total Job Order value (including the original Job Order and any Supplemental Job Orders)
 - b. $F \times 7\%$ for NPP Tasks $10\text{-}20\%$ of the total Job Order value
 - c. $F \times 10\%$ for NPP Tasks $> 20\%$ of total Job Order value

Total cost of Non Pre-priced Task = $A + B + C + D + E + F + G + H$

- e. Following approval by the County of a Non Pre-priced Task, the Non Pre-priced Task Unit Price will be entered into the computer data base and fixed as a permanent Pre-priced task which will no longer require price justification.
 - f. The total extended price for the Non Pre-priced Task will be determined by multiplying the task Unit Price by the quantity required. The price offered in the Job Order Proposal will be determined by multiplying the total extended price by an Adjustment Factor of 1.00 (one).
 - g. The County's determination as to whether an item is a Pre-priced task or a Non Pre-priced Task is final, binding and conclusive as to the Contractor.
 - h. Whenever, because of trade jurisdiction rules or small quantities, the cost of a minor task in the Job Order Price Proposal is less than the cost of the actual labor and material to perform such task, the Owner may permit the Contractor to be paid for such task as a Non Pre-priced Task, or use Pre-priced labor tasks and material component pricing to cover the actual costs incurred. Provided, however, that there is no other work for that trade on the Project or other work for that trade cannot be scheduled at the same time and the final charge does not exceed \$1,000.
 - i. Contractor shall make the necessary arrangements for and obtain all filings and permits required for the Work, including the preparation of all drawings, sketches, calculations and other documents and information that may be required therefor. If the Contractor is required to pay an application fee for filing a project, a fee to obtain a building permit, or any other permit fee to the City, State or some other governmental or regulatory agency, then the amount of such fee paid by the Contractor for which a receipt is obtained shall be treated as a Reimbursable Task to be paid without mark-up. The cost of expediting services or equipment use fees are not reimbursable.
3. The Contractor's Job Order Proposal must include support documentation to indicate that adequate engineering and planning for the Job Order has been done, and that the tasks proposed are reasonable for the Work to be performed. Documentation to be submitted with the Job Order Proposal must include, but not be limited to:
 - a. Design drawings, calculations, specifications
 - b. Job Order Price Proposal
 - c. Catalog cuts
 - d. Subcontractor and material supplier list
 - e. Construction schedule (See 111- 12)
 - f. Stormwater Pollution Prevention Plan (See 111-15)
 - g. Special Insurance
 - h. For special equipment a copy of the warranty document may be required.
 - i. Any other requested documents
 4. Contractor's Job Order Proposal must be submitted by the date indicated on the Request for Job Order Proposal. All incomplete Job Order Proposals shall be rejected. The time allowed for preparation of the Contractor's Job Order Proposal will depend on the complexity and urgency of

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the Job Order. On complex Job Orders, such as Job Orders requiring engineering/architectural drawings and approvals and permits, adequate time will be provided for preparation and submittal of the necessary documents and the Job Order Proposal. In urgent situations and minor maintenance and repair Job Orders requiring immediate completion, the Job Order Proposal may be required quickly and may be directed to begin work immediately with the paperwork to follow.

5. The Job Order Price shall be the value of the approved Job Order Price Proposal.
6. The value of the Job Order Price Proposal shall be calculated by summing the total of the calculations for each Pre-priced Tasks (unit price x quantity x Adjustment Factor) plus the value of all Non Pre-priced Tasks.
7. The Contractor shall provide incidental engineering and architectural services required in connection with a particular Job Order including drawings and information required for filing.
8. If the Contractor requires clarifications or additional information regarding the Detailed Scope of work in order to prepare the Job Order Proposal, the request must be submitted so that the submittal of the Job Order Proposal is not delayed.

111-03 REVIEW OF JOB ORDER PROPOSAL

1. The County reserves the right to reject a Job Order Proposal for any reason. The County also reserves the right not to issue a Job Order if that is determined to be in the best interests of the County to do so or if the proposed cost exceeds the County's estimate. In these instances, the Contractor has no entitlement to reimbursement for Job Order Proposal preparation expenses. The County may pursue the performance of any Work by other means.
2. By submitting a Job Order Proposal to the County, the Contractor agrees to accomplish the Detailed Scope of Work in accordance with the Request for Proposal for the price submitted. It is the Contractor's responsibility to include all necessary tasks and quantities in the Job Order Price Proposal and apply the appropriate Adjustment Factor(s) prior to delivering it to the Owner.
3. The County will evaluate the entire Job Order Price Proposal, including the correct tasks and quantities, and determine by comparing with the Owner's estimate of the Detailed Scope of Work to determine if the Contractor proposes to accomplish the Detailed Scope of Work in a manner acceptable to the County.
4. The Contractor may choose the means and methods of construction; subject however, to the Owner's right to reject any means and methods proposed by the Contractor that will constitute or create a hazard to the work, or to persons or property, will not produce finished Work in accordance with the terms of the Contract, or unnecessarily increases the price of the Job Order when alternative means and methods are available.
5. The Owner reserves the right to reject a Job Order Proposal or cancel a Project for any reason. The Owner also reserves the right not to issue a Job Order if it is determined to be in the best interests of the Owner. The Owner may perform such work by other means. The Contractor shall not recover any costs arising out of or related to the development of the Job Order including but not limited to the costs to attend the Joint Scope Meeting, review the Detailed Scope of Work, prepare a Job Order Proposal (including incidental architectural and engineering services), subcontractor costs, and the costs to review the Job Order Proposal with the Owner.
6. By submitting a Job Order Proposal to the Owner, the Contractor agrees to accomplish the Detailed Scope of Work in accordance with the Request for Proposal at the lump sum price submitted. It is the Contractor's responsibility to include the necessary Pre-priced Tasks and Non Pre-priced Tasks and quantities in the Job Order Price Proposal prior to delivering it to the Owner.

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7. Each Job Order provided to the Contractor shall reference the Detailed Scope of Work and set forth the Job Order Price and the Job Order Completion Time. All clauses of this Contract shall be applicable to each Job Order. The Job Order, signed by the Owner and delivered to the Contractor constitutes the Owner's acceptance of the Contractor's Job Order Proposal. A signed copy of the Job Order will be provided to the Contractor.

111-04 ISSUANCE OF JOB ORDER

1. A Job Order Authorization signed by the County will be provided to the Contractor. Each Job Order Authorization includes a Final Detailed Scope of Work. All provisions of this Contract are applicable to each Job Order. Job Orders will be written on an appropriate form.
2. The County may direct the Contractor to undertake and possibly complete urgent work prior to the issuance of a Job Order. The Contractor shall be required to follow alternative procedures as established by the Owner. The Contractor shall begin work as directed notwithstanding the absence of a fully developed Request for Proposal, Detailed Scope of Work, or Job Order. The Contractor shall be compensated for such work as if the work had been ordered under the standard procedures. The Contractor will be compensated in accordance with the provisions of this Contract.

111-05 ADJUSTMENTS TO JOB ORDER

1. At completion of or during the course of the Job Order, it may be necessary to make adjustments to the Detailed Scope of Work in accordance with 107-05 "Detailed Scope of Work", "Changes".
2. If necessary, at completion of the work a Supplemental Job Order for "Final Quantities" will be issued for actual work performed.

111-06 COMPUTER AND COMMUNICATIONS EQUIPMENT REQUIREMENTS

1. The Contractor must maintain in an operational condition, a computer system capable of operating the web-based eGordian® JOC Management System. The Contractor shall maintain individual email accounts for each of its project managers.

111-07 JOB ORDER CONTRACTING MANAGEMENT SYSTEM

The Contractor is required to use the eGordian® JOC management system for preparing and submitting Job Order Proposals in response to County issued Request for Job Order Proposals. The system is Internet based and called eGordian® Online. You will need an internet connection to run the system. This system contains an electronic version (copy) of the Construction Task Catalog®, which can be accessed through the Internet to locate and select desired items from the CTC. Once the desired items are selected, the system provides for selection of quantities and based on the selected quantities, extends and totals CTC costs for each Job Order Price Proposal. The system permits introduction of Non Pre-priced Tasks and the application of the Adjustment Factors.

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1% JOC System License Fee:

The Owner selected The Gordian Group's (Gordian) Job Order Contracting (JOC) Solution for their JOC program. The Gordian JOC Solution TM includes Gordian's

The Contractor shall be required to execute Gordian's JOC System License and user Agreement, and **pay a 1% JOC System License Fee to the Gordian Group** on all work awarded to the Contractor by the County for access to the Gordian JOC system and Proprietary Information. The Gordian Group will invoice the Contractor directly for each individual Job Order. **Note: The Contractor must account for this fee within their Bid Factor (ACF). No additional compensation will be given to the contractor to recover their cost for this fee paid directly to Gordian Group.**

1. Job Order Contracting Software: The Owner selected The Gordian Group's (Gordian) Job Order Contracting ("JOC") Solution (Gordian JOC SolutionTM) for their JOC program. The Gordian JOC Solution includes Gordian's proprietary eGordian[®] JOC applications (JOC Applications) and construction cost data (Construction Task Catalog[®]), which shall be used by the Contractor to prepare and submit Job Order Price Proposals, subcontractor lists, and other requirements specified by the Owner. Contractor's use, in whole or in part, of Gordian's JOC Applications, Construction Task Catalog[®] and other proprietary materials provided by Gordian for any purpose other than to execute work under this Contract for the Owner is strictly prohibited unless otherwise approved in writing by Gordian. The Contractor hereby agrees to abide by the terms of the following JOC System License.
2. JOC System License: Gordian hereby grants to the Contractor, and the Contractor hereby accepts from Gordian for the term of this Contract or Gordian's Contract with the Owner, whichever is shorter, a non exclusive right, privilege, and license to Gordian's proprietary JOC System and related proprietary materials (collectively referred to as "Proprietary Information") to be used for the sole purpose of executing Contractor's responsibilities to the Owner under this Contract. The Contractor hereby agrees that Proprietary Information shall include, but is not limited to, Gordian's JOC Applications and support documentation, Construction Task Catalog[®], training materials and other Gordian provided proprietary materials. In the event this Contract expires or terminates as provided herein, or Gordian's Contract with the Owner expires or terminates, this JOC System License shall terminate, and the Contractor shall return all Proprietary Information in its possession to Gordian.
3. Gordian may terminate this License Agreement in the event of: (1) any breach of a material term of this Agreement by the Contractor which is not remedied within ten (10) days after written notice to the breaching party; or (2) the other party's making an assignment for the benefit of its creditors, or the filing by or against such party of a petition under any bankruptcy or insolvency law, which is not discharged within thirty (30) days of such filing.
4. The Contractor acknowledges that disclosure of Proprietary Information will result in irreparable harm to Gordian for which monetary damages would be an inadequate remedy and agrees that no such disclosure shall be made to anyone without first receiving the written consent of Gordian. The Contractor further acknowledges and agrees to respect the copyrights, registrations, trade secrets, and other proprietary rights of Gordian in the Proprietary Information during and after the term of this Contract and shall at all times maintain complete confidentiality with regard to the Proprietary Information provided to the Contractor.
5. In the event of a conflict in terms and conditions between this JOC System License and any other terms and conditions of this Contract or any Job Order, Purchase Order or similar purchasing document issued to the Contractor by the Owner, this JOC System License shall take precedence.

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111-08 ORDER OF WORK

Order of work, for each Job Order, conforms to the provisions in Section 5.05 “Order of Work” of the County Standard Specifications and these Special Provisions.

Work will be implemented in logical and sequenced segments.

If directed by the Project Engineer, Contractor must prepare a video (VHS or DVD format) recording of the construction area prior to beginning work. This video must be the existing condition record of the job site. The video recording must be done jointly by the Contractor and the Project Inspector and a copy of the video recording must be furnished to the Project Inspector at the beginning of the Work. Full compensation for this Work must be considered as included in the Adjustment Factor, and no additional compensation allowed therefore.

Construction area signs and devices, as required, must be in place prior to beginning work.

If required for Federally Funded Job Orders, the Contractor must manufacture and install Project Funding Signs prior to beginning construction. The size and format of the Project Funding Signs will be specified in the Detailed Scope of Work. The Project Inspector will determine the location of the Project Funding Signs in the field. The signs will be removed and delivered to the County after all construction activities are completed. All sign manufacturing, installation, removal, and salvaging costs must be the responsibility of the Contractor and must be considered as items of work.

111-09 SUBMITTALS

Unless otherwise specified or directed by the Project Engineer, all Detailed Scope of Work items are subject to the submittal requirements of this section and are supplemented by the submittal requirements of the specifications for each item. Requirements and procedures for preparing and transmitting submittals to the Project Engineer must conform to the provisions of Section 5 “Control of Work,” and Section 6 “Control of Materials” of the County Standard Specifications and these Special Provisions as follows:

- A. Submittals must be accompanied by a “Submittal Cover Letter” form properly filled out. Forms will be furnished by the Project Engineer.
- B. The Contractor must submit 6 legible copies of all information for each submittal.
- C. The Contractor must prepare such working and shop drawings as required by the Engineer for the performance of the work. Such drawings must be prepared on a reproducible sheet measuring 22 inches by 34 inches, unless otherwise approved by the Engineer. Each drawing must have the following information:
 1. Contract number and name,
 2. Number and title of drawing,
 3. Date of drawing or revision,
 4. Name of Contractor and Subcontractor submitting drawing,
 5. Clear identification of contents and location of work, and
 6. Referenced special provisions.

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- D. The Contractor must furnish all submittals, including drawings and schedules sufficiently in advance of construction requirements to permit no less than five (5) working days for review and appropriate action by the Project Engineer.

In all case, the Project Engineer will seek to expedite submittal reviews, but responses in less than the indicated time should not be assumed.

- E. If the submittal shows variations from contract requirements because of standard shop practice or for any other reasons, such variations must be described in a supplemental letter of submittal, attached to the submittal form.
- F. Re-submittals will be handled in the same manner as first submittals.

111-10 SUPERINTENDENT AND MEETINGS

Attention is directed to Section 5.06 "Superintendent" of the County Standard Specifications.

Weekly Job Order meetings with the Contractor, as required by the County, are mandatory. The time and location of these meetings will be established by the County.

All subcontractors are required to attend weekly project meetings if they are working on a controlling item of Work and/or if their submittals are not approved.

111-11 AS-BUILT RECORD CONSTRUCTION PLANS

In addition to the requirements of the County Specifications Sections 4.05 "As-Built Record Construction Plans," the following must apply:

Contractor must maintain one set of current and accurate redlined construction plans. Upon completion of each Job Order and prior to Acceptance of the Project, this redlined set of plans must be certified by the Inspector, and delivered to the Project Engineer.

Full compensation for this Work must be considered as included in the Adjustment Factor, and no additional compensation allowed therefore.

111-12 PROGRESS SCHEDULE

Attention is directed to the provisions in Section 8.04 "Progress Schedule" of the County Standard Specifications, and these Special Provisions.

The construction procedures represent a practical plan to complete the Work within the Contract time. The construction schedule shall clearly show the sequence and the interdependence of construction activities and shall list the start and completion of all items of work, their major components. The submittal of the construction schedule shall be understood to be the Contractor's representation that the schedule meets the requirements of the Contract Documents and that the Work will be executed in the sequence indicated in the schedule.

- (a) A schedule extending beyond the expiration of Contract time will not be acceptable.
- (b) The Contractor agrees that if the Contractor's initial Project Bar Chart schedule duration is less than the time allowed by the Contract for the completion of the Work, the Contract completion time may be shortened to equal the Contractor's Bar Chart schedule duration by

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a Supplemental Job Order, at no cost to the Owner, provided the Owner is in agreement with the schedule.

- (c) A schedule showing the Work completed in less than the Contract time may be found by the Project Engineer to be impractical. A schedule found to be impractical for the preceding reason or any other reason must be revised by the Contractor and resubmitted.
- (d) A schedule showing the Work completed in less than the Contract time, which is found to be practical by the Project Engineer, shall be considered to have float. The float is the time between the scheduled completion of the Work and the Contract completion date. Float is not specifically for the benefit of either the Owner or the Contractor. It is a resource available to both parties.
- (e) If, according to the current updated bar chart schedule, the Contractor is five (5) working days or more behind the Contract completion date, considering all granted time extensions, the Contractor must submit a revised schedule, showing a workable plan to complete the Project on time. A special retention may be withheld until the Contractor submits a revised schedule, acceptable to the Project Engineer.
- (f) Delays to non-critical activities (those with float) will not be the basis for a time extension. Non-critical activities are those activities which, when delayed, do not affect a Contract completion date.

3) Weekly Schedule

Contractor must prepare and deliver to Project Engineer at the weekly progress meetings a weekly schedule of activities. The weekly schedule of activities must cover the period of the following two weeks.

The schedule must be prepared in form of a bar chart identifying anticipated activities, to the satisfaction of the Project Engineer. Six (6) copies must be provided to the Project Engineer.

Full compensation for conforming to the Provisions of this Section will be considered as included in the Adjustment Factor and no additional compensation will be allowed therefor.

111-13 HOURS OF WORK, LANE CLOSURES, & TRAFFIC CONTROL

Hours of Work and Lane Closures will be defined on a Job Order basis.

Lanes may be closed with an approved traffic control plan.

Road work that involves a 'Right of Way Exclusion' will take place between the hours of 9:00 AM and 3:00 PM. Any consideration for the shorter shift time must be included in the Contractor's Adjustment Factor.

During weekday hours, consecutive/adjacent left-turns must not be closed. Where an intersection left-turn is closed, the next intersection must not limit turn movements.

Only one traffic lane may be closed in each direction of the expressways and all traffic lane closures must be in conformance with Caltrans Standard Plans:

- T-10 "Lane Closure on Freeways and Expressways,"
- T-11 "Lane Closure on Multilane Conventional Highways,"
- T-14 "Ramp Closure," and
- T-15 and T-16 "Moving Lane Closure on Multilane Highways."

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Attention is directed to Section 7.22 “Public Convenience and Public Safety”, Section 12, “Construction Area Traffic Control Devices” of the County Standard Specifications; and Part 6 of the MUTCD and MUCTD California Supplement and these Special Provisions.

The Contractor must notify local authorities of his intent to begin work at least five (5) days before work is to begin. The Contractor must cooperate with local authorities relative to handling local traffic through the area and must make his own arrangements relative to keeping the working area clear of parked vehicles.

111-14 COOPERATION

Attention is directed to the provisions in Section 7.21 “Cooperation” of the County Standard Specifications.

111-15 STORMWATER POLLUTION PREVENTION PLAN

If a project requires a Storm Water Pollution Prevention Plan including a Notice of Intent it will be prepared by the County in accordance with the California Storm Water Best Management Practices Handbook for Construction Activity and included as part of the Job Order Documents. The following provisions apply for all Projects.

The County of Santa Clara (County), as the Owner of the project site(s) where the subject construction activity is to occur, is responsible for preventing and/or mitigating potential chemical release, erosion, and sedimentation impacts associated with storm water runoff that will discharge to a municipal separate storm drain system.

The Contractor shall develop a Storm Water Pollution Prevention Plan (SWPPP) for implementation during construction. The SWPPP must be approved by the Project Engineer prior to the start of construction. The SWPPP identifies appropriate storm water pollution prevention and treatment measures or Best Management Practices (BMPs) to reduce pollutants in storm water discharges from the Project’s construction site and the contractor’s material and equipment laydown/staging site in connection with construction activities. Once the SWPPP is accepted by the Project Engineer, Contractor shall implement the provisions of the SWPPP, maintain and update the plan, as deemed necessary by the Project Engineer, as required by applicable local stormwater discharge regulations and with the approval of the Project Engineer, throughout the construction phase. A copy of the SWPPP shall be made readily available onsite throughout the construction period and shall include name and telephone number of the contractor-designated personnel responsible for the SWPPP activities. The Contractor shall include the following items in the SWPPP:

1. Records (logs) of stormwater pollution prevention training for all contractor employees.
2. Schedule of construction with associated deployment of BMPs pertinent for each phase and stage of work.
3. Year-round sediment control measures for all active and inactive areas. Sediment control measures must be provided at a minimum along the perimeter of disturbed areas, vehicle access points, storm drain inlets, and within sediment control basins (if applicable). Effective erosion controls within inactive areas (not worked on for 14 days or longer).
4. Run on and run off control measures.
5. A log for the date and description of all SWPPP amendments made by the Contractor.
6. Potential Sources of Non Visible Pollutants.
7. Source Control Measures, “Good Housekeeping”, and Non Stormwater Management:
 - a. Solid and Demolition Waste Management: Show waste containers on the SWPP map. Provide designated waste collection areas and containers on site away from streets, gutters, storm drains,

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- and waterways, and arrange for regular disposal. Waste containers must be watertight and covered at all times except when waste is deposited. Refer to Erosion & Sediment Control Field Manual (4th Edition or latest), page C3.
- b. Hazardous Waste Management: Describe measures for proper handling and disposal of hazardous wastes by a licensed hazardous waste material hauler. Hazardous wastes should be stored and properly labeled in sealed containers constructed of suitable materials. Refer to Erosion & Sediment Control Field Manual (4th Edition or latest), pages C-5 to C-6.
 - c. Spill Prevention and Control: Describe measures for proper storage areas for liquid and solid materials, including chemicals and hazardous substances, away from streets, gutters, storm drains, and waterways. Spill control materials must be kept on site where readily accessible. Spills must be cleaned up immediately and contaminated soil disposed properly. Refer to Erosion & Sediment Control Field Manual (4th Edition or latest), pages C-7 to C-8, C-13 to C-14.
 - d. Vehicle and Construction Equipment Service and Storage: An area shall be designated for the maintenance and shown on a map in the SWPPP, where on-site maintenance is required, and storage of equipment that is protected from stormwater run-on and runoff. Measures shall be provided to capture any waste oils, lubricants, or other potential pollutants and these wastes shall be properly disposed of off-site. Fueling and major maintenance/repair, and washing shall be conducted off-site whenever feasible. Refer to Erosion & Sediment Control Field Manual (4th Edition or latest), page C9.
 - e. Material Delivery, Handling and Storage: In general, materials should not be stockpiled on site. Where temporary stockpiles are necessary and approved by the Project Engineer, they shall be shown on the SWPPP map, covered with secured plastic sheeting or tarp and located in designated areas near construction entrances and away from drainage paths and waterways. Barriers shall be provided around storage areas where materials are potentially in contact with runoff. Refer to Erosion & Sediment Control Field Manual (4th Edition or latest), pages C-11 to C-12.
 - f. Handling and Disposal of Concrete and Cement: When concrete trucks and equipment are washed on-site, concrete wastewater shall be contained in designated containers or in a temporary lined and watertight pit where wasted concrete can harden for later removal. If possible have concrete contractor remove concrete wash water from site. In no case shall fresh concrete be washed into the road right-of-way. Refer to Erosion & Sediment Control Field Manual (4th Edition or latest), pages C-15 to C-16.
 - g. Pavement Construction Management: Describe measures to prevent or reduce the discharge of pollutants from paving operations, using measures to prevent run-on and runoff pollution and properly disposing of wastes. Avoid paving in the wet season and reschedule paving when rain is in the forecast. Residue from saw-cutting shall be vacuumed for proper disposal. Refer to Erosion & Sediment Control Field Manual (4th Edition or latest), pages C-17 to C-18.
 - h. Contaminated Soil and Water Management: Inspections to identify contaminated soils should occur prior to construction and at regular intervals during construction. Remediating contaminated soil should occur promptly after identification and be specific to the contaminant identified, which may include hazardous waste removal. Refer to Erosion & Sediment Control Field Manual (4th Edition or latest), pages C-19 to C-20.
 - i. Sanitary/Septic Water Management: Show sanitary facilities on the SWPPP map. Temporary sanitary facilities should be located away from drainage paths, waterways, and traffic areas. Only licensed sanitary and septic waste haulers should be used. Secondary containment should be provided for all sanitary facilities. Refer to Erosion & Sediment Control Field Manual (4th Edition or latest), page C-21.
8. Any/all other items necessary for compliance with applicable requirements within the Bay Area Municipal Regional Permit (MRP) or other similar local construction site stormwater discharge regulations.

The Contractor shall refer to the following manuals in developing and proposing any change to the SWPPP:

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- Guidelines for Construction Projects prepared by California Regional Water Quality Control Board (available for purchase at <http://store.abag.ca.gov/construction.asp#e>); and
- Erosion and Sediment Control Field Manual (4th Edition) prepared by the California Regional Water Quality Control Board (available for purchase at <http://store.abag.ca.gov/construction.asp#e>); and
- Storm Water Best Management Practice Handbook for Construction Activity (November 2009 or latest edition) prepared by California Storm Water Quality Association (available for purchase at <https://www.casqa.org/casqastore/entity/tabid/169/c-4-best-management-practice-bmp-handbooks.aspx>).

The Contractor is advised that the acceptance of the SWPPP by the County does not relieve the Contractor or Subcontractor(s) of their responsibility to comply with other State, County and Local governmental requirements, including those for storm water management or non-point source runoff controls. County reserves the right to amend the SWPPP as initially approved if, during construction, conditions (such as change in construction operations, construction staging modification, change in site conditions, or unanticipated offsite drainage impacts) occur that affect the ability of the Contractor to implement the plan effectively or the ability of the plan to meet the objectives for water pollution control. Contractor shall implement any amendments to the SWPPP issued by the Project Engineer and incorporate the SWPPP amendments into the on-site documents.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals required for preparing, implementing, and maintaining the SWPPP, in compliance with requirements of this Section, complete in place, and as directed by the Project Engineer, will be included in the prices paid for the various Contract items of Work.

111-16 OBSTRUCTIONS

Attention is directed to the provisions in Sections 8.11 “Utility and Other Facilities,” and 15 “Existing Highway Facilities,” of the County Standard Specifications and these Special Provisions.

The Contractor must notify the Project Engineer and the appropriate regional notification center for operators of subsurface installations at least 2 working days, but not more than 14 calendar days, prior to performing any excavation or other work close to any underground pipeline, conduit, duct, wire or other structure. Regional notification centers include but are not limited to the following:

Notification Center	Telephone
Underground Service Alert-Northern California (USA)	1-800-227-2600

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111-17 CONSTRUCTION LAY-DOWN OR STAGING AREA

Contractor's attention is directed to Section 107-04 "Project Site Real Property" regarding the amended provisions for construction lay-down or staging area for use by contractor.

111-18 TRENCH AND EXCAVATION WORKER PROTECTION (TRENCH SAFETY)

Attention is directed to Section 7.04 "Trench Safety" of the County Standard Specifications.

If Trenching/excavation is anticipated in a Job Order it will be noted in the Detailed Scope of Work.

The Job Order price paid for "Trench and Excavation Worker Protection" must include full compensation for furnishing all labor, materials, tools, equipment, and incidentals in conformance with these Special Provisions.

SECTION 112 - PROPOSAL FORMS

PROPOSAL FORM 1 – PRICE CRITERIA FIGURE

(Note: Bidders to submit Proposal Form 1 in a Separately Sealed Envelope included with the proposal submittal)

NAME OF BIDDER: _____

MAILING ADDRESS: _____

DIR # _____

CA LICENSE # _____

PHONE: _____

FAX and EMAIL ADDRESS _____

(Provide email address and name of person to contact regarding proposal)

TO: The County of Santa Clara, herein called Owner:

1. Pursuant to and in compliance with the Notice to Bidders and the Contract Documents relating to
JOB ORDER CONTRACT: RAD-2024-01

the undersigned Bidder, having become thoroughly familiar with the terms and conditions of the Contract Documents and with the local conditions affecting the performance and the costs of the Work, hereby proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents and each Job Order issued pursuant to this Contract, including the furnishing of any and all labor and materials, and do all the work required to construct and to complete said Work in accordance with the Contract Documents.

2. Accompanying this Bid Proposal is _____ (insert word “cash,” “cashier’s check,” “certified check,” or “Bidder’s Bond” as the case may be) an amount equal to at least ten percent (10%) of the total of the Maximum Potential Contract Value.

3. **ADDENDA**

No Addenda received.

Addenda received as listed below:

Acknowledged receipt of each Addendum must be included with the Proposal. Failure to acknowledge receipt of all Addenda may cause the Bid to be considered non-responsive.

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

4. PROPOSAL SCHEDULE

NAME OF BIDDER: _____

JOB ORDER CONTRACT: RAD-2024-01

The Bidder shall set forth Adjustment Factors in legible figures in the respective space provided. Failure to submit all Adjustment Factors will result in the Bid being deemed non-responsive. The Contractor shall perform the Tasks required by each individual Job Order using the following Adjustment Factors:

Normal Working Hours: Work performed during Normal Working Hours in the quantities specified in individual Job Orders for the Unit Price sum specified in the Construction Task Catalog® multiplied by the Adjustment Factor of:

Other Than Normal Working Hours*: Work performed during Other Than Normal Working Hours in the quantities specified in individual Job Orders for the Unit Price sum specified in the Construction Task Catalog® multiplied by the Adjustment Factor of:

* Bids will be rejected as non-responsive if the ‘Other Than Normal Working Hours’ Adjustment Factor is not equal to or greater than the ‘Normal Working Hours’ Adjustment Factor.

Price Criteria Figure Formula

Line 1.	Normal Working Hours Adjustment Factor	1.
Line 2.	Multiply Line 1 by 80%	2.
Line 3.	Other than Normal Working Hours Adjustment Factor	3.
Line 4.	Multiply Line 3 by 20%	4.
Line 5.	Add Lines 2 and 4 (This is the Price Criteria Figure)	ACF =

Specify lines 1 through 4 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

The weighted multipliers above are for the purpose of calculating an Award Criteria Figure only. No assurances are made by the Owner that Work will be ordered under the Contract in a distribution consistent with the weighted percentages above. The Price Criteria Figure is only used for the purpose of determining the Proposal.

When submitting Job Order Price Proposals related to specific Job Orders, the Bidder shall utilize one or more of the Adjustment Factors applicable to the Work being performed.

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BID FORM 1**

5. The names of all persons interested in the foregoing Proposal as principals are as follows:

NOTES:

- If Bidder or other interested person is a corporation, state legal name of corporation, the State where incorporated, and names of the president and secretary thereof;
- If a partnership, state name of the firm, and names of all individual partners composing firm;
- If Bidder or other interested person is an individual, state first and last names in full.

6. California Contractor's license number is: _____ Expiration date: _____
Class: _____

NOTES:

- If Bidder is a corporation, the legal name of the corporation shall be set forth below together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation;
- If Bidder is a partnership, the name of the firm shall be set forth below together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and
- If Bidder is an individual, the Bidder shall sign below.

BIDDER'S SIGNATURE: _____	DATE: _____
BIDDER'S NAME (PRINT): _____	
TITLE (PRINT): _____	

BASIS FOR AWARD OF CONTRACT

1. The Contract will be awarded to the best value contractor as described in the Job Order Contract(s) Request for Proposal (RFP). “Best value contractor” means a properly licensed person, firm, or corporation that submits a bid for, or is awarded, a best value contract. (Pub. Con. Code section 20155.1(c).) “Best value” means a procurement process whereby the selected bidder may be selected on the basis of objective criteria for evaluating the qualifications of bidders with the resulting selection representing the best combination of price and qualifications. (Pub. Con. Code section 20155.1(a).)
2. The Owner reserves the right to reject this Proposal (see Section 100-09 “Bid Acceptance/Rejection” of these Special Provisions). This Proposal must remain open and shall not be withdrawn for a period of sixty (60) days from the date prescribed for its opening.
3. If written notice of the acceptance of this Proposal is mailed or delivered personally to the Bidder within sixty (60) days after the date set for the opening of this Proposal, or at any time thereafter before it is withdrawn, the undersigned Bidder must execute and deliver the Agreement contained in the Contract Documents to Owner in accordance with this Proposal as accepted. The Bidder shall also furnish and deliver to Owner the Performance Bond, Payment Bond for Public Works as specified, Contractor’s Certification of Worker’s Compensation, and proof of insurance coverages as required by these Special Provisions, all within twenty (20) days after the date of the Notice of Award. The contract Bonds and Insurance shall be satisfactory to, and on the forms approved by Owner. Notice of Award and requests for additional information will be addressed to the Bidder at the address set forth above.
4. If the Proposal contains an arithmetical error in the computation of the Price Criteria Figure (summation of weighted Adjustment Factors), the Owner will correct and revise the total Price Criteria Figure accordingly. Owner will not make any changes in the Adjustment Factors on the Proposal Schedule.

PROPOSAL FORM 2 - INTENTIONALLY LEFT BLANK

PROPOSAL FORM 3 - COMPLIANCE WITH SUBCONTRACTING LIMITATIONS, WASTE DISCHARGE, AND TRENCH SAFETY REQUIREMENTS

I. SUBCONTRACTING LIMITATIONS

Contractor hereby certifies that it shall perform with its own organization Contract Work amounting to **not less than 50%** of the Job Order value, excluding “Specialty Items” as identified by the Project Manager, and may include any non-pre-priced items of work. Specialty Items shall include job order tasks other than those generally performed by an “A - General Engineering Contractor” licensee, or tasks other than those performed by the successful bidder, subject to approval of the Project Manager. For further information regarding “A – General Engineering Contractor” refer to the Contractors State License Board at the following link:

<http://www.cslb.ca.gov/GeneralInformation/Library/LicensingClassifications/AGeneralEngineeringContractor.asp>

II. COMPLIANCE WITH WASTE DISCHARGE REQUIREMENTS FOR DISCHARGES OF ASSOCIATED STORM WATER RUNOFF WITH CONSTRUCTION ACTIVITY

A. Bidder hereby affirms that Bidder understands and will comply with the provisions of the National Pollution Discharge Elimination System (NPDES), General Permit No. CAS000002, for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity adopted by the California State Water Resources Control Board.

B. Bidder shall implement any applicable Best Management Practices (BMPs) in connection with the execution of construction activity at the project site. BMPs from the California Storm Water Best Management Practices Handbook for Construction Activity or the Erosion And Sediment Control Field Manual published by the Regional Water Quality Control Board, San Francisco Bay Region, shall include but not be limited to the following:

1. BMPs for Contractor Activities
2. BMPs for Erosion and Sedimentation Control
3. BMP Inspection and Monitoring

C. Bidder hereby affirms that Bidder has read and understood Section 111-15, “Storm Water Pollution Prevention Plan”, which details specific BMPs to be utilized during Construction Activity.

III. TRENCH AND EXCAVATION WORKER PROTECTION (TRENCH SAFETY)

Bidder hereby affirms that Bidder understands and will comply with the applicable provisions of the California Occupational Safety and Health Act of 1973, the Labor Code, and the County of Santa Clara Roads & Airports Department Standard Specifications §7.04. If trench/excavation work is required in a Job Order, the Contractor must identify the Trench Safety Construction Task Catalog® tasks in the Job Order Proposal.

BIDDER’S SIGNATURE: _____	DATE: _____
BIDDER’S NAME (PRINT): _____	
TITLE (PRINT): _____	

PROPOSAL FORM 4 - DESIGNATION OF INSURANCE AND BONDING COMPANIES

DESIGNATION OF INSURANCE COMPANY (IES) AND AGENT OR BROKER

The following insurance company(ies) and agent or broker will provide policies of insurance or insurance certificates as are required by the Contract Documents:

Insurance Company(ies) (providing coverages): _____

Admitted in California: YES _____ NO _____

Agent or Broker: _____

Street: _____

City: _____ State: _____ Zip: _____

Phone: _____

DESIGNATION OF BONDING COMPANY AND AGENT OR BROKER

The following surety company and agent or broker will provide Payment and Performance Bonds as are required by the Contract Documents:

Surety Company (providing Bonds): _____

Admitted in California: YES _____ NO _____

Agent or Broker: _____

Street: _____

City: _____ State: _____ Zip: _____

Phone: _____

NOTE: Bonding Company must be admitted in the State of California.

BIDDER'S SIGNATURE: _____	DATE: _____
BIDDER'S NAME (PRINT): _____	
TITLE (PRINT): _____	

PROPOSAL FORM 5 - EQUAL OPPORTUNITY REQUIREMENTS

In connection with the performance of Work under this Contract, the Contractor agrees as follows:

1. The County of Santa Clara is an equal opportunity employer. Contractor shall comply with all applicable federal, state, and local laws and regulations including Santa Clara County's equal opportunity requirements. Such laws include but are not limited to the following:

- Title VII of the Civil Rights Act of 1964 as amended;
- Americans with Disabilities Act of 1990;
- The Rehabilitation Act of 1973 (sections 503 and 504);
- California Fair Employment and Housing Act (Government Code sections 12900 et seq.);
- California Labor Code sections 1101 and 1102.

Contractor shall not discriminate against any Subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the awarding authority setting forth these requirements.

2. The Contractor herein certifies that:

Paragraph 1 set forth above shall be included in all subcontracts.

The Contractor shall notify all employees and all sources of employee referrals, (including unions, employment agencies, advertisements, department of employment) of the required compliance with Paragraph 1 above.

The undersigned, in submitting Proposal for performing the following Work by Contract, hereby certifies that it will comply with the Equal Opportunity Requirements.

BIDDER'S SIGNATURE: _____	DATE: _____
BIDDER'S NAME (PRINT): _____	
TITLE (PRINT): _____	

PROPOSAL FORM 6 - NONCOLLUSION AND LEVINE ACT AFFIDAVIT

In accordance with Public Contract Code section 7106, **Noncollusion Declaration To Be Executed By Bidder And Submitted With Bid**

The undersigned declares:

I am the _____ Of _____
(Title) (Company)

The party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham Bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder. All statements contain in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid, and has not paid, and will not pay, any person or entity for such purpose.

Bidder certifies that it will comply and will ensure that its agents (as that term is defined under 2 Cal. Code Regs. § 18438.3(a)) and its subcontractors identified in this proposal and/or later identified in an agreement with the County (“Subcontractor”) comply, with California Government Code section 84308 (“Levine Act”), which (1) requires a party to a proceeding involving a contract, including a competitive solicitation process, to disclose on the record of the proceeding any contribution, as defined by Government Code section 84308(a)(6), of more than \$250 that the party or their agent has made to any member of the County Board of Supervisors, or any Other Elected County Officer (if they may participate in the proceeding), within the prior 12 months, and (2) prohibits a party to a proceeding involving a contract, including a competitive solicitation process, from making a contribution, as defined by Government Code section 84308(a)(6), of more than \$250 to any Elected County Officer participating in the proceeding during the proceeding and for 12 months following the final decision in the proceeding. Proposer agrees to submit any disclosures required to be made under the Levine Act at <https://www.sccgov.org/levineact> If the contract awarded under this solicitation is to be considered or voted upon by the County’s Board of Supervisors, the Proposer shall complete the Levine Act Contractor Form: Identification of Subcontractors and Agents, and if applicable, shall ensure that any Subcontractor completes the Levine Act Subcontractor Form: Identification of Agents, and the Proposer must ensure that all forms are submitted to the County prior to execution of the contract.

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct

and that this declaration is executed
on _____, at _____,
Date City State

**BIDDER'S PRINCIPAL
SIGNATURE:**

**BIDDER'S PRINCIPAL NAME
(PRINT):**

**BIDDER'S PRINCIPAL TITLE
(PRINT):**

The following form of acknowledgment should be used. If any other form of acknowledgment is used, there must be submitted a certified copy of unrevoked resolution of authority for the attorney-in-fact.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

On _____ before me,

_____ personally appeared

_____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)

Notary Public for the State of California

PROPOSAL FORM 7 - STOP NOTICE INFORMATION

PROJECT NAME: Job Order Contract: RAD-2024-01

COUNTY PROJECT MANAGER: Jason Props

DEPARTMENT: County of Santa Clara Roads and Airports

CONTRACTOR'S NAME: _____

CONTRACTOR'S ADDRESS: _____

Reference: California Civil Code, Division 3, Part 4, Title 15, Chapter 4

The following is provided for the information of contractors, subcontractors and suppliers of labor, materials, equipment, and services under County Public Works contracts, and is not intended as legal advice. Advice of legal counsel should be obtained to ensure compliance with legal requirements relating to public works stop notices.

WHERE TO FILE: All original stop notices and preliminary 20 day notices (if required by California Civil Code §9300) must be filed with the County of Santa Clara, Roads and Airports Department, Fiscal Officer, located at 101 Skyport Drive, San Jose, CA 95110.

STOP NOTICE CONTENTS: See California Civil Code §9352. Written notice, signed and verified by the claimant and including information such as the kind of labor, equipment, materials or services furnished or agreed to be furnished by the claimant, the name of the person/entity to or for whom the same was done or furnished; the amount in value of that already done or furnished and/or agreed to be done or furnished. Blank Stop Notice forms are commercially available.

WHO MAY SERVE STOP NOTICE: See California Civil Code §9100. All persons furnishing labor, materials, equipment or services to the job (except the original contractor) and persons furnishing provisions, provider or other supplies.

HOW THE STOP NOTICE IS SERVED: See California Civil Code §8044. Served by personal service, registered mail, or certified mail.

TIME FOR SERVICE: See California Civil Code §9356. Stop notices must be served before the expiration of 30 days after the recording, for each Job Order, of a Notice of Completion (sometimes referred to as a Notice of Acceptance) or Notice of Cessation, if such notice is recorded; or if no Notice of Completion or Notice of Cessation is recorded, 90 days after actual completion or cessation of labor.

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PROPOSAL FORM 7**

NOTICE OF COMPLETION See California Civil Code §9362. Provided that a stop notice claimant has paid to the Clerk of the Road Department the sum of \$2.00 at the time of filing a stop notice, the Fiscal Officer shall provide that claimant with a copy of the recorded Notice of Completion or after the cessation of labor has been deemed a completion of a public work, or after the acceptance of completion, whichever is later, by personal service or registered or certified mail.

RELEASE OF STOP NOTICE: See California Civil Code §9364 and following. A stop notice can be released if the original contractor files a corporate surety bond with the Roads and Airports Department, Fiscal Officer in the amount of 125% of the stop notice claim. Alternatively, the original contractor may file an affidavit pursuant to California Civil Code §9402, stating objections to the validity of the stop notice. A counter affidavit may be filed by the claimant pursuant to §9406 and a summary legal proceeding may be held pursuant to §9408 and following, to determine the validity of the stop notice. If no counter affidavit is filed, the stop notice funds shall be released. Alternatively, the Stop Notice claimant may file a Release in a form which substantially complies with California Civil Code §8122.

STOP NOTICE LAWSUIT: See California Civil Code §9502 through §9506. These sections provide that a stop notice is perfected only by the filing of a lawsuit. A lawsuit must be filed no sooner than 10 days after service of a stop notice and no later than 90 days after the expiration of the time for filing stop notices. Notice of suit must be given to the Roads and Airports Department, Fiscal Officer within 5 days after commencement. The Court has the discretionary right to dismiss the lawsuit if it is not brought to trial within two years.

I HEREBY ACKNOWLEDGE THAT I HAVE RECEIVED AND READ THE ABOVE STOP NOTICE INFORMATION AND IF I AM AWARDED THIS CONTRACT, I AGREE TO INCLUDE A COPY OF THIS BID FORM IN ALL SUBCONTRACTS AND CONTRACTS FOR LABOR, MATERIALS, EQUIPMENT, AND SERVICES THAT I ENTER INTO FOR THIS PROJECT.

BIDDER'S SIGNATURE: _____	DATE: _____
BIDDER'S NAME (PRINT): _____	
TITLE (PRINT): _____	

SANTA CLARA COUNTY
COUNTYWIDE PROJECT LABOR AGREEMENT

This Agreement is entered into this JAN 24 2017 by and between the County of Santa Clara (hereinafter, the "County"), together with contractors and subcontractors of all tiers, who shall become signatory to this Agreement by signing the "Agreement To Be Bound" (Addendum A) (all of whom are referred to herein as "Contractor(s)/Employer(s)"), and the Santa Clara and San Benito Counties Building & Construction Trades Council ("Council") and its affiliated local Unions that have executed this Agreement (all of whom are referred to collectively as "Union" or "Unions").

The purpose of this Agreement is to promote efficiency of construction operations during the County's Construction Project ("Project") as defined herein, and to provide for peaceful settlement of labor disputes and grievances without strikes or lockouts, thereby promoting the County's interest in assuring the timely and economical completion of the Project. The County and the Council may mutually agree in writing to add components and projects to be covered under this Agreement.

WHEREAS, the timely and successful completion of the Project is of the utmost importance to the County to meet the needs of the County and to avoid increased costs resulting from delays in construction; and

WHEREAS, large numbers of workers of various skills will be required in the performance of the construction work, including those to be represented by the Unions signatory to this Agreement and employed by contractors and subcontractors who are also signatory to this Agreement; and

WHEREAS, it is recognized that on a project of this magnitude with multiple contractors and bargaining units on the job site at the same time over an extended period of time, the potential for work disruption is substantial, without an overriding commitment to maintain continuity of work; and

WHEREAS, the interests of the County, the Unions, the Contractor(s)/Employer(s) and the public would be best served if the construction work proceeded in an orderly manner without disruption because of strikes, sympathy strikes, work stoppages, picketing, lockouts, slowdowns or other interferences with work; and

WHEREAS, the Contractor(s)/Employer(s) and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on the Project by the Contractor/Employer(s), and further, to encourage close cooperation among the Contractor/Employer(s) and the Union(s) so that a satisfactory, continuous and harmonious relationship will exist among the parties to this Agreement; and

WHEREAS, the parties agree that one of the primary purposes of this Agreement is to avoid the tensions that might arise on the Project if Union and non-union workers of different employers were to work side by side on the Project, thereby leading to labor disputes that could delay completion of the Project; and

WHEREAS, the Agreement is not intended to replace, interfere with, abrogate, diminish or modify existing local or national collective bargaining agreements in effect during the duration of the Project, insofar as a legally binding agreement exists between the Contractor(s)/Employer(s) and the affected Union(s), except to the extent that the

Approved: 01/24/2017

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provisions of this Agreement are inconsistent with said collective bargaining agreements, in which event, the provisions of this Agreement shall prevail; and

WHEREAS, the contracts for construction work on the Project will be awarded in accordance with the applicable provisions of the Public Contract Code and other applicable California law; and

WHEREAS, the County has the absolute right to select the lowest responsive and responsible bidder for the award of the construction contract on the Project; and

WHEREAS, the County places high priority upon the development of comprehensive programs for the recruitment, training and employment of traditionally underrepresented and targeted workers, and recognizing the ability of local pre-apprenticeship and apprenticeship programs to provide meaningful and sustainable careers in the building and construction industry; and

WHEREAS, the parties to this Agreement pledge their full good faith and trust to work towards a mutually satisfactory completion of the Project; and

WHEREAS, the County of Santa Clara has previously entered into project labor agreements with the Unions for prior projects and has experienced positive benefits with its relationship with the Unions. The County Board of Supervisors has approved the use of this Agreement.

NOW, THEREFORE, IT IS AGREED BETWEEN AND AMONG THE PARTIES HERETO, AS FOLLOWS:

**ARTICLE 1
DEFINITIONS**

1.1 "Agreement" means this Countywide Project Labor Agreement.

1.2 "Agreement To Be Bound" means the agreement (attached hereto and incorporated herein as Addendum A) which shall be executed by each and every Contractor(s)/Employer(s) as a condition of performing Project Work.

1.3 "Completion" means that point at which there is Final Acceptance by the County of a Construction Contract. For this definition of "Completion," "Final Acceptance" shall mean that point in time at which the engineer for the County has determined upon final inspection that the work has been completed in all respects and all required contract documents, contract drawings, warranties, certificates, manuals and data have been submitted and training completed in accordance with the contract documents and the County has executed a written acceptance of the work.

1.4 "Construction Contract" means the public works or improvement contract(s) (including design-bid, design-build, lease-leaseback or other contract under which construction of the Project is done) awarded by the County that are necessary to complete the Project.

1.5 "Contractor(s)/Employer(s)" or "Contractor(s)" or "Employer(s)" means any individual, firm, partnership or corporation, or combination thereof, including joint

ventures, that is an independent business enterprise, and their successors and assigns, that enters into a contract with the County with respect to the construction of any part of the Project, under contract terms and conditions approved by the County and which incorporate this Agreement, and any of its contractors or subcontractors of any tier.

1.6 "Council" means the Santa Clara and San Benito Counties Building & Construction Trades Council.

1.7 "County" means Santa Clara County, its authorized employees, agents, and administrative staff.

1.8 "Master Agreement" or "Schedule A" means the Master Collective Bargaining Agreement of each craft Union signatory hereto, copies of which shall be provided to the County upon request.

1.9 "Project" means all County construction projects funded in whole or in part with County funds and approved by the Board of Supervisors in accordance with the County's Public Works Contracts Board Policy 5.7. The County and the Council may mutually agree in writing to add additional components to the Project's Scope of Work to be covered under this PLA.

1.10 "Project Manager" means the person(s) or business entity(ies) designated by the County to oversee all phases of construction on the Project and to oversee the implementation of this Agreement and who works under the guidance of the County's Authorized Representative.

1.11 "Union" or "Unions" means the Santa Clara and San Benito Counties Building & Construction Trades Council, AFL-CIO, ("the Council") and any affiliated Union signatory to this Agreement, acting on their own behalf and on behalf of their respective affiliates and member organizations, whose names are subscribed hereto and who have through their officers executed this Agreement ("Signatory Unions").

ARTICLE 2 SCOPE OF AGREEMENT

2.1 Parties: The Agreement shall apply to and is limited to all Contractor(s)/ Employer(s) performing or subcontracting work under the Construction Contract(s) on the Project (including subcontractors at any tier), the County, the Council and its affiliated Unions signatory to this Agreement.

2.2 Applicability: The Agreement shall govern all Construction Contracts awarded on County Projects in accordance with the County's Public Works Contracts - Board Policy 5.7. For the purposes of this Agreement, the Construction Contract shall be considered complete as set forth in Section 1.3, except when the County's authorized representative directs a Contractor to engage in repairs, warranty work, or modifications as required under the Construction Contract with the County.

2.3 Covered Work: This Agreement covers, without limitation, all on-site site

preparation, surveying, construction, alteration, demolition, installation, improvement, painting or repair of buildings, structures and other works, and related activities for the Project that is within the craft jurisdiction of one of the Unions and which is directly or indirectly part of the Project, including, without limitation to the following examples, geotechnical and exploratory drilling, temporary HVAC, landscaping and temporary fencing, pipelines (including those in linear corridors built to serve the project), pumps, pump stations, and modular furniture installation. On-site work includes work done for the Project in temporary yards, dedicated sites, or areas adjacent to the Project, and at any on-site or off-site batch plant constructed solely to supply materials to the Project. This scope of work includes all soils and materials testing and inspection where such testing and inspection is a classification in which a prevailing wage determination has been published.

2.3.1 This Agreement shall apply to any start-up, calibration, commissioning, performance testing, repair, and operational revisions to systems and/or subsystems performed for the Project after Completion unless it is performed by County employees.

2.3.2 This Agreement covers all on-site fabrication work over which the County or Contractor(s)/Employer(s) possess the right of control (including work done for the Project in any temporary yard or area established for the Project.). Additionally, this Agreement covers any off-site work, including fabrication necessary for the Project defined herein, that is covered by a current Schedule A Agreement or local addenda to a National Agreement of the applicable Union(s) that is in effect as of the execution date of this Agreement.

2.3.3. The furnishing of supplies, equipment or materials which are stockpiled for later use shall not be covered by this Agreement. However, construction trucking work, such as the delivery of ready-mix, asphalt, aggregate, sand or other fill or material which are incorporated into the construction process as well as the off-hauling of debris and excess fill, material and/or mud, shall be covered by the terms and conditions of this Agreement. Contractor/Employer(s), including brokers, of persons providing construction trucking work shall provide certified payroll records to the County within ten (10) days of written request or as required by bid specifications.

2.3.4 Work covered by this Agreement within the following craft jurisdictions shall be performed under the terms of their National Agreements as follows: the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, and the National Agreement of Elevator Constructors, and any instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Technicians, with the exception that Articles 4, 13 and 14 of this Agreement shall apply to such work.

2.4 Exclusions: The following shall be excluded from the scope of this Agreement:

2.4.1 The Agreement shall not apply to a Contractor(s)/Employer's non-

construction craft employees, including but not limited to executives, managerial employees, engineering employees and supervisors above the level of General Foreman (except those covered by existing Master Agreements), staff engineers or other professional engineers, administrative and management personnel.

2.4.2 This Agreement shall not apply to any work performed on or near or leading to the site of work covered by this Agreement that is undertaken by state, city or other governmental bodies or their contractors; or by public or private utilities or their contractors.

2.4.3 This Agreement shall not apply to off-site maintenance of leased equipment and on-site supervision of such work.

2.4.4 The County shall not be required to comply with this Agreement for any work performed with its own forces as permitted by the Public Contract Code.

2.5 **Award of Contracts:** It is understood and agreed that the County shall have the right to select any qualified bidder for the award of the Construction Contract(s) under this Agreement. The bidder need only be willing, ready and able to execute and comply with this Agreement. It is further agreed that this Agreement shall be included in all invitations to bid or solicitations for proposals from contractors or subcontractors for work on the Project that are issued on or after the effective date of this Agreement. A copy of all invitations to bid shall be provided at time of issuance to the Council.

ARTICLE 3 EFFECT OF AGREEMENT

3.1 By executing the Agreement, the Unions and the County agree to be bound by each and all of the provisions of the Agreement.

3.2 By accepting the award of work under a Construction Contract for the Project, whether as contractor or subcontractor, the Contractor/Employer agrees to be bound by each and every provision of the Agreement and agrees that it will evidence its acceptance prior to the commencement of work by executing the **Agreement To Be Bound** in the form attached hereto as **Addendum A**.

3.3 At the time that any Contractor/Employer enters into a subcontract with any subcontractor providing for the performance of work under a Construction Contract, the Contractor/Employer shall provide a copy of this Agreement, as it may from time to time be modified, to said subcontractor and shall require the subcontractor as a condition of accepting an award of a construction subcontract to agree in writing, by executing the **Agreement To Be Bound**, to be bound by each and every provision of this Agreement prior to the commencement of work. The obligations of a contractor may not be evaded by subcontracting.

3.4 This Agreement shall only be binding on the signatory parties hereto and their successors and assigns and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party. Each Contractor/Employer shall alone be liable and

responsible for its own individual acts and conduct and for any breach or alleged breach of this Agreement. Any dispute between the Union(s) and the Contractor/Employer respecting compliance with the terms of the Agreement shall not affect the rights, liabilities, obligations and duties between the signatory Union(s) and other Contractor(s)/Employer(s) party to this Agreement.

3.5 It is mutually agreed by the parties that any liability by a signatory Union to this Agreement shall be several and not joint. Any alleged breach of this Agreement by a signatory Union shall not affect the rights, liabilities, obligations and duties between the signatory Contractor(s)/Employer(s) and the other Union(s) party to this Agreement.

3.6 The provisions of this Agreement, including Schedules A's, which are incorporated herein by reference, shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national agreements which may conflict with or differ from the terms of this Agreement. Where a subject covered by the provisions of this Agreement is also covered by a Schedule A, to the extent there is inconsistency, the provisions of this Agreement shall prevail. Where a subject is covered by the provisions of a Schedule A and is not covered by this Agreement, the provisions of the Schedule A shall prevail.

**ARTICLE 4
WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS**

4.1 The Unions, County and Contractor(s)/Employer(s) covered by the Agreement agree that for the duration of the Project:

4.1.1 There shall be no strikes, sympathy strikes, work stoppages, picketing, hand billing or otherwise advising the public that a labor dispute exists, or slowdowns of any kind, for any reason, by the Unions or employees employed on the Project, at the job site of the Project or at any other facility of County because of a dispute on the Project. Disputes arising between the Unions and Contractor(s)/Employer(s) on other County projects are not governed by the terms of the Agreement or this Article.

4.1.2 There shall be no lockout of any kind by a Contractor/Employer of workers employed on the Project.

4.1.3 If a master collective bargaining agreement expires before the Contractor/Employer completes the performance of work under the Construction Contract and the Union or Contractor/Employer gives notice of demands for a new or modified master collective bargaining agreement, the Union agrees that it will not strike on work covered under this Agreement and the Union and the Contractor/Employer agree that the expired master collective bargaining agreement shall continue in full force and effect for work covered under this Agreement until a new or modified master collective bargaining agreement is reached. If the new or modified master collective bargaining agreement provides that any terms of the master collective bargaining agreement shall be retroactive, the Contractor/ Employer agrees to comply with any retroactive terms of the

new or modified master collective bargaining agreement which are applicable to employees who were employed on the projects during the interim, with retroactive payment due within seven (7) days of the effective date of the modified Master Agreement.

4.1.4 In the very rare case of nonpayment of wages or trust fund contributions on the Project, the applicable Union shall give the County and the subject Contractor/Employer(s) three (3) business days' written notice when nonpayment of trust fund contributions has occurred and two (2) business days' written notice when nonpayment of wages has occurred or when paychecks being tendered to a financial institution normally recognized to honor such paychecks will not honor such paycheck as a result of insufficient funds, of the intent to withhold labor from the subject Contractor/Employer(s)' or their subcontractor's workforce, during which time the subject Contractor/Employer shall have the opportunity to correct the default. In this instance, a Union's withholding of labor (but not picketing) from a Contractor/Employer who has failed to pay its fringe benefit contributions or failed to meet its weekly payroll and to correct the default within the respective time periods shall not be considered a violation of this Article. The County or the prime Contractor may elect to issue joint checks for the disputed delinquencies. Upon written notification to the applicable Union(s) of this election by the County or the prime Contractor, the applicable Union(s) shall promptly order all employees to return to work, or, if within the 72-hour or 48-hour notice period as applicable, shall not withhold labor from Contractor(s) with which the Union(s) have a dispute over, respectively, payroll or trust fund contributions. If the applicable Union does not receive copies of the joint checks within three (3) business days of notification, the Union may resume withholding of labor without further notice. The applicable Union(s) and subject Contractor(s) agree to use their best efforts to resolve any dispute over wage or trust fund contributions in a prompt and expeditious manner in order to minimize any disruption of work of the subject Contractor(s), and the County shall have the right to participate in such efforts. This Section 4.1.4 shall not be invoked for a single inadvertent error in the amount of the payment to an individual employee.

4.1.5 If the County contends that any Union has violated this Article, it will notify in writing the Senior Executive of the Council and the Senior Executive of the Union, setting forth the facts alleged to violate the Article, prior to instituting the expedited arbitration procedure set forth below. The Council will immediately use his/her best efforts to cause the cessation of any violation of this Article. The leadership of the Union will immediately inform the membership of their obligations under this Article.

4.2 Expedited Arbitration: Any party to this Agreement shall institute the following procedure, prior to initiating any other action at law or equity, when a breach of this Article is alleged to have occurred:

4.2.1 A party invoking this procedure shall notify Robert Hirsch, as the permanent arbitrator, or Barry Winograd, as the alternate arbitrator under this procedure. In the event that the permanent arbitrator is unavailable at any time, the alternate will be contacted. If neither is available, then a selection shall be made from the list of arbitrators

in Section 13.3. Notice to the arbitrator shall be by the most expeditious means available, with notices by facsimile, email or telephone to the County and the party alleged to be in violation, and to the Council and involved local Union if a Union is alleged to be in violation.

4.2.2 Upon receipt of said notice, the County will contact the designated arbitrator named above or his alternate who will attempt to convene a hearing within twenty-four (24) hours if it is contended that the violation still exists.

4.2.3 The arbitrator shall notify the parties by facsimile, email or telephone of the place and time for the hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all parties. A failure of any party to attend said hearings shall not delay the hearing of evidence or the issuance of an award by the arbitrator.

4.2.4 The sole issue at the hearing shall be whether or not a violation of Article 4, Section 4.1 of the Agreement has occurred. The arbitrator shall have no authority to consider any matter of justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with or enforcement of the award. The arbitrator may order cessation of the violation of this Article and other appropriate relief and such award shall be served on all parties by hand or registered mail upon issuance. If the Arbitrator determines that a violation of this Article has occurred, the breaching party shall, within eight hours of receipt of the decision, take all steps necessary to immediately cease such activities and return to work. Should a party found in violation of this Article fail to comply with an Arbitrator's award to cease the violation by the beginning of the next regularly scheduled shift following the expiration of the eight hour period after receipt of the Arbitrator's decision, the party in violation shall pay to the affected party as liquidated damages the sum of ten thousand dollars (\$10,000.00) per shift for which it failed to comply, or portion thereof, until such violation is ceased. The Arbitrator shall retain jurisdiction to resolve any disputes regarding the liquidated damages claimed under this section.

4.2.5 Such award may be enforced by any Court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the arbitrator's award as issued under Section 4.2.4 of this Article, all parties waive the right to a hearing and agree that such proceedings may be *ex parte*. Such agreement does not waive any party's right to participate in a hearing for a final order or enforcement. The Court's order or orders enforcing the arbitrator's award shall be served on all parties by hand or delivered by certified mail.

4.2.6 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure, or which interfere with compliance, are waived by the parties.

4.2.7 The fees and expenses of the arbitrator shall be divided equally between the party instituting the arbitration proceedings provided in this Article and the party alleged to be in breach of its obligation under this Article.

**ARTICLE 5
PRE-CONSTRUCTION CONFERENCE**

5.1 Timing: Upon request of the County or the Council, the Project Manager shall convene and conduct a pre-job conference with the Unions and with representatives of all involved Contractors/Employers, who shall be prepared to announce craft assignments and to discuss in detail the scope of work and other issues as set forth below, at a location mutually agreeable to the Council at least 14 calendar days prior to:

- (a) The commencement of any Project Work, and
- (b) The commencement of Project Work on each subsequently awarded Construction Contract.

5.2 The conference shall be attended by a representative of each participating Contractor and each affected Union and the Council and County may attend at their discretion.

5.3 Pre-Job Conference: The pre-job conference will consist of:

- (a) A listing of each Contractor's scope of work;
- (b) The craft assignments;
- (c) The estimated number of craft workers required to perform the work;
- (d) Transportation arrangements;
- (e) The estimated start and completion dates of the work; and
- (f) Discussion of pre-fabricated materials.

5.4 Joint Administrative Committee: This Agreement is intended to provide close cooperation between management and labor. To that end, the County and Council shall each designate two representatives to serve on a Joint Administrative Committee ("JAC"), each of whom may designate an alternate. JAC members may invite participation by a Contractor or Union as needed. The Committee shall meet periodically, at the request of any member, to review progress on the Project, and to discuss matters of general concern, such as safety and security. It is intended that the committee serve as a forum to foster communication between management and labor, and to assist the Unions and the Contractors to complete the Project in an economic and efficient manner without interruption, delays or work stoppages. The Committee shall have no authority to review grievances or disputes involving this Agreement, which are subject to the applicable grievance procedure.

5.4.1 Targeted Hiring Agreement (THA) Implementation: The JAC shall help monitor and implement the THA. The Community Workforce Coordinator shall provide the JAC with an annual report and interim reports as requested on key performance indicators of success such as the number of Targeted Workers and Underrepresented Workers who have participated in an Approved Pre-Apprenticeship Program and Program graduation rates.

**ARTICLE 6
NO DISCRIMINATION**

6.1 The Contractor(s)/Employer(s) and Unions agree to comply with all anti-discrimination provisions of federal, state and local law, to protect employees and applicants for employment, on the Project.

**ARTICLE 7
UNION SECURITY**

7.1 The Contractor(s)/Employer(s) recognize the Union(s) as the sole bargaining representative of all craft employees working within the scope of this Agreement.

7.2 All employees who are employed by Contractor(s)/Employer(s) to work on the Project will be required to become members and maintain membership in the appropriate Union on or before 8 days of consecutive or cumulative employment on the Project. Membership under this section shall be satisfied by the tendering of periodic dues and fees uniformly required to the extent allowed by the law.

7.3 Authorized representatives of the Unions shall have access to the Projects whenever work covered by this Agreement is being, has been, or will be performed on the Project.

**ARTICLE 8
REFERRAL**

8.1 Contractor(s)/Employer(s) performing construction work on the Project described in the Agreement shall, in filling craft job requirements, utilize and be bound by the registration facilities and referral systems established or authorized by the Unions signatory hereto. The Contractor/Employer(s) shall have the right to reject any applicant referred by the Union(s), in accordance with the applicable Master Agreement.

8.2 The Contractor(s) shall have the unqualified right to select and hire directly all supervisors above the level of general foreman it considers necessary and desirable, without such persons being referred by the Union(s).

8.3 In the event that referral facilities maintained by the Union(s) are unable to fill the requisition of a Contractor/Employer for employees within a forty-eight (48) hour period (Saturdays, Sundays and Holidays excluded) after such requisition is made by the Contractor/Employer(s), the Contractor/Employer(s) shall be free to obtain workers from

any source. A Contractor who hires any workers to perform covered work on the Project pursuant to this section shall immediately provide the appropriate Union with the name and address of such employee(s) and shall immediately refer such employee(s) to the appropriate Union to satisfy the requirements of Article 7 of this Agreement.

8.4 Targeted Hiring: In order to increase construction job opportunities for traditionally underrepresented and targeted workers, the parties agree to comply with the Targeted Hiring Agreement, **Addendum B**.

**ARTICLE 9
WAGES AND BENEFITS**

9.1 All Contractor(s)/Employer(s) agree to pay contributions to the vacation, pension and other form of deferred compensation plan, apprenticeship, worker protection and assistance, and health benefit funds established by the applicable Master Agreement for each hour worked on the Project in the amounts designated in the Master Agreements of the appropriate local Unions.

9.2 By signing this Agreement, the Contractor(s)/Employer(s) adopt and agree to be bound by the written terms of the legally established Trust Agreements, as described in Section 9.1, and which may from time to time be amended, specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds. The Contractors authorize the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratify and accept the trustees so appointed as if made by the Contractor(s). The Contractor(s) agrees to execute a separate Subscription Agreement(s) for Trust Funds when such Trust Fund(s) requires such document(s).

9.3 Wages, Hours, Terms and Conditions of Employment: The wages, hours and other terms and conditions of employment on the Project shall be governed by the Master Agreement of the respective crafts, to the extent such Master Agreement is not inconsistent with this Agreement. Where a subject is covered by the Master Agreement and not covered by this Agreement, the Master Agreement will prevail. When a subject is covered by both the Master Agreement and this Agreement, to the extent there is any inconsistency, this Agreement will prevail.

9.4 Holidays: The holidays shall be as set forth in the applicable Master Agreement.

**ARTICLE 10
APPRENTICES**

10.1 Recognizing the need to develop adequate numbers of competent workers in the construction industry, the Contractor/Employer(s) shall employ apprentices from California State-approved Joint Apprenticeship Programs in the respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured.

10.2 The apprentice ratios will be in compliance with the applicable provision of the California Labor Code and Prevailing Wage Rate Determination.

10.3 Consistent with the Master Agreements, there shall be no restrictions on the utilization of apprentices in performing the work of their craft provided they are properly supervised.

**ARTICLE 11
HELMETS TO HARDHATS**

11.1 The Contractor(s)/Employer(s) and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractor(s)/ Employer(s) and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center) and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

11.2 The Unions and Contractor(s)/Employer(s) agree to coordinate with the Center to participate in an integrated database of veterans interested in working on the Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

**ARTICLE 12
COMPLIANCE**

12.1 It shall be the responsibility of the Contractor(s)/Employer(s) and Unions to investigate and monitor compliance with the provisions of the Agreement contained in Article 9. Nothing in this Agreement shall be construed to interfere with or supersede the usual and customary legal remedies available to the Unions and/or employee benefit Trust Funds to collect delinquent Trust Fund contributions from Contractor(s)/ Employer(s) on the Project. To the extent required by law, the County shall monitor and enforce compliance with the prevailing wage requirements of the state, and the Contractors/Employers' compliance with this Agreement.

**ARTICLE 13
GRIEVANCE ARBITRATION PROCEDURE**

13.1 Project Labor Disputes: All Project labor disputes involving the application or interpretation of the Master Collective Bargaining Agreement to which a signatory Contractor/Employer and a signatory Union are parties, and all disputes involving employee discipline and/or discharge, shall be resolved pursuant to the resolution procedures of the Master Collective Bargaining Agreement. Consistent with the Schedule A agreements, no employee working on the Project shall be disciplined or dismissed without just cause. All disputes relating to the interpretation or application of

this Agreement shall be subject to resolution by the Grievance arbitration procedures set forth herein.

13.2 No grievance shall be recognized unless the grieving party (Local Union or District Council, on its own behalf, or on behalf of an employee whom it represents, or a Contractor/Employer on its own behalf) provides notice in writing to the party with whom it has a dispute within seven (7) calendar days after becoming aware of the dispute but in no event more than thirty (30) calendar days after it reasonably should have become aware of the event giving rise to the dispute. Timelines may be extended by mutual agreement of the parties.

13.3 Grievances shall be settled according to the following procedures:

Step 1: Within seven (7) calendar days after the receipt of the written notice of the grievance, the Business Representative of the involved Local Union or District Council, or his/her designee, or the representative of the employee, and the representative of the involved Contractor/Employer shall confer and attempt to resolve the grievance.

Step 2: In the event that the representatives are unable to resolve the dispute within seven (7) calendar days of the Step (1) meeting, the Union and the Contractor involved shall meet within seven (7) calendar days thereafter to arrive at a satisfactory settlement thereof. The Union(s) shall notify its International Union representative(s), which shall advise both parties if it intends on participating in a Step 2 meeting. Meeting minutes shall be kept by the Contractor. In the event that these representatives are unable to resolve the dispute, either involved party may submit the grievance in writing within seven (7) calendar days to the Business Manager(s) of the affected Union(s) involved, a Labor Relations or managerial representative of the Contractor/Employer involved, and the Project Manager for discussion and resolution.

Step 3: If the grievance is not settled in Step 2, either party may request the dispute be submitted to arbitration or the time may be extended by mutual consent of the parties. Within seven (7) calendar days after referral of a dispute to Step 3, the representatives shall choose a mutually agreed upon arbitrator for final and binding arbitration. An arbitrator shall be selected by the alternate striking method from the list of seven (7) below. The order of striking names from the list of arbitrators shall be determined by a coin toss, the winner of which shall decide whether they wish to strike first or second.

1. William Riker
2. Morris Davis
3. William Engler
4. Tom Angelo

5. Alexander Cohn
6. Robert Hirsch
7. Barry Winograd

13.4 The decision of the Arbitrator shall be final and binding on all parties. The Arbitrator shall have no authority to change, amend, add to or detract from any of the provisions of the Agreement. The expense of the Arbitrator shall be borne equally by both parties. The Arbitrator shall arrange for a hearing on the earliest available date from the date of his/her selection. A decision shall be given to the parties within five (5) calendar days after completion of the hearing unless such time is extended by mutual agreement. A written opinion may be requested by a party from the presiding arbitrator.

13.5 The time limits specified in any step of the Grievance Procedure may be extended by mutual agreement of the parties. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without an agreed upon extension of time, shall be deemed a waiver of such grievance without prejudice, or without precedent to the processing of and/or resolution of like or similar grievances or disputes.

13.6 In order to encourage the resolution of disputes and grievances at Steps 1 and 2 of this Grievance Procedure, the parties agree that such settlements shall not be precedent setting.

13.7 Retention: At the time a grievance is submitted under this Agreement or any Master Agreement, the Union(s) may request that the County withhold and retain an amount from what is due and owing to the Contractor(s) against whom the grievance is filed, sufficient to cover the damages alleged in the grievance, should the Union(s) prevail. The amount shall be retained by the County until such time as the underlying grievance giving rise to the retention is withdrawn, settled, or otherwise resolved, and the retained amount shall be paid to whomever the parties to the grievance shall decide, or to whomever an Arbitrator shall so order.

13.8 Should any of the arbitrators listed in Article 4 or above no longer work as a labor arbitrator, the County and the Council shall mutually agree to a replacement.

ARTICLE 14 WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

14.1 The assignment of Covered Work will be solely the responsibility of the Employer performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of the Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

14.2 All jurisdictional disputes on this Project between or among the building and construction trades Unions and the Employers parties to this Agreement, shall be

settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Employers and Unions parties to this Agreement.

14.3 If a dispute arising under this Article involves the Northern California Carpenters Regional Council or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the California State Building and Construction Trades Council in Sacramento, California, within 14 days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

14.4 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Employer's assignment shall be adhered to until the dispute is resolved. Individual employees violating this section shall be subject to immediate discharge. Each Employer will conduct a pre-job conference with the Council prior to commencing work. The Prime Employer and the County will be advised in advance of all such conferences and may participate if they wish. Pre-job conferences for different Employers may be held together.

**ARTICLE 15
MANAGEMENT RIGHTS**

15.1 Consistent with the Master Labor Agreements, the Contractor/Employer(s) shall retain full and exclusive authority for the management of their operations, including the right to direct their work force in their sole discretion. No rules, customs or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees, except that lawful manning provisions in the Master Agreement shall be recognized.

**ARTICLE 16
DRUG & ALCOHOL TESTING**

16.1 The use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms at any time during the work day is prohibited.

16.2 Drug and alcohol testing shall be conducted in accordance with the Substance Abuse Prevention Policies set forth in each applicable Schedule A.

**ARTICLE 17
SAVINGS CLAUSE**

17.1 The parties agree that in the event any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void as being in contravention of any applicable law, by a court of competent jurisdiction, the remainder of the Agreement

shall remain in full force and effect. The parties further agree that if any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void, by a court of competent jurisdiction, the parties shall substitute, by mutual agreement, in its place and stead, an article, provision, clause, sentence or word which will meet the objections to its validity and which will be in accordance with the intent and purpose of the article, provision, clause, sentence or word in question.

17.2 The parties also agree that in the event that a decision of a court of competent jurisdiction materially alters the terms of the Agreement such that the intent of the parties is defeated, then the entire Agreement shall be null and void.

17.3 If a court of competent jurisdiction determines that all or part of the Agreement is invalid and/or enjoins the County from complying with all or part of its provisions and the County accordingly determines that the Agreement will not be required as part of an award to a Contractor/Employer, the Unions will no longer be bound by the provisions of Article 4.

**ARTICLE 18
TERM**

18.1 The Agreement shall be included in the Bid Documents as a condition of the award of all Construction Contracts for the Project.

18.2 This Agreement shall become effective on the day it is executed by the County and the Council. This Agreement shall apply to each individual Project approved by the Board of Supervisors pursuant to Public Works Contracts Board Policy 5.7 and shall remain in full force and effect until the Completion of each individually approved Project in accordance with Sections 1.3 and 2.2. Any mutually agreed upon changes to the Agreement shall be set forth in writing and shall not be effective unless and until approved by the County Board of Supervisors, the Council and the applicable Unions. Prior to each five (5) year anniversary of the effective date of this Agreement, the County and the Council shall meet to discuss proposed changes, if any, to the Agreement. Absent changes, the Agreement will roll over for an additional five (5) years.

18.3 The County and the Council agree to meet and confer annually, subsequent to approval of this Project Labor Agreement by the County, regarding the status of and experience with the Project covered by the Agreement and any future projects that may be considered for coverage by this Agreement.

**ARTICLE 19
MISCELLANEOUS PROVISIONS**

19.1 This Agreement may be executed in counterparts, such that original signatures may appear on separate pages, and when bound together all necessary signatures shall constitute an original. Faxed or emailed PDF signature pages transmitted to other parties to this Agreement shall be deemed equivalent of original signatures.

**SECTION 112
PROPOSAL FORM 8**

19.2 Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the party indicated, and each of the parties signing this Agreement warrants and represents that such party is legally authorized and entitled to enter into this Agreement.

19.3 The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

19.4 The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement. All defined terms used in this Agreement shall be deemed to refer to the singular and/or plural, in each instance as the context and/or particular facts may require.

SANTA CLARA COUNTY

By: 

Dave Cortese, President
Board of Supervisors

Date: JAN 24 2017

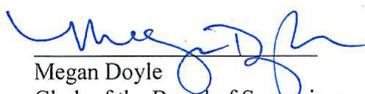
SANTA CLARA AND SAN BENITO COUNTIES
BUILDING & CONSTRUCTION TRADES COUNCIL

By: 

Josue Garcia, CEO

Date: _____

Signed and certified a copy of this document
Attest:



Megan Doyle
Clerk of the Board of Supervisors

Approved as to Form and Legality



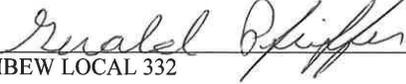
Nancy J. Clark
Lead Deputy County Counsel

UNION SIGNATURES


ASBESTOS WORKERS LOCAL 16


BOILERMAKERS LOCAL UNION 549


BAC LOCAL UNION 3


IBEW LOCAL 332


ELEVATOR CONSTRUCTORS LOCAL
UNION 8


I.U.P.A.T. DISTRICT COUNCIL 16

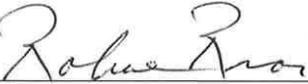

IRON WORKERS LOCAL 377

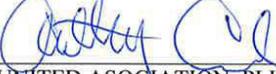
Esmeralda C. Araveno
LABORERS LOCAL UNION 270


OPERATING ENGINEERS LOCAL 3

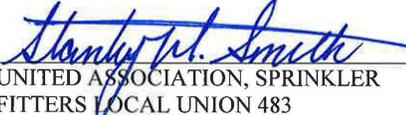

OPERATIVE PLASTERERS AND CEMENT
MASONS LOCAL UNION 400


PLASTERERS LOCAL UNION 300


ROOFERS LOCAL UNION 95


UNITED ASSOCIATION, PLUMBERS &
PIPEFITTERS LOCAL UNION 355

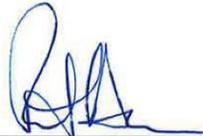

UNITED ASSOCIATION, PLUMBERS &
PIPEFITTERS LOCAL UNION 393


UNITED ASSOCIATION, SPRINKLER
FITTERS LOCAL UNION 483

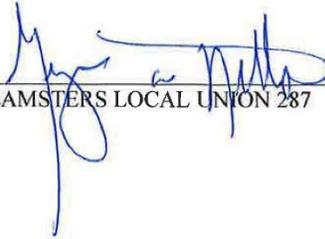

SHEET METAL WORKERS
INTERNATIONAL UNION LOCAL 104

**SECTION 112
PROPOSAL FORM 8**


SIGN, DISPLAY AND ALLIED CRAFTS
LOCAL UNION 510


NORTHERN CALIFORNIA CARPENTERS
REGIONAL COUNCIL, FOR ITSELF AND
ITS AFFILIATES


LABORERS LOCAL UNION 67


TEAMSTERS LOCAL UNION 287

**Addendum A:
Agreement To Be Bound**

[Addressee]
[Address]
[City and State]

Re: Santa Clara County Countywide Project Labor Agreement

Dear Mr./Ms. _____:

The undersigned party confirms that it agrees to be a party to and bound by the Santa Clara County Countywide Project Labor Agreement as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms.

By executing this **Agreement To Be Bound**, the undersigned party subscribes to, adopts and agrees to be bound by the written terms of the legally established trust agreements as set forth in Section 9.1, as they may from time to time be amended, specifying the detailed basis upon which contributions are to be made into, and benefits made out of, such trust funds and ratifies and accepts the trustees appointed by the parties to such trust funds. The undersigned party agrees to execute a separate Subscription Agreement(s) for Trust Funds when such Trust Fund(s) requires such document(s).

Such obligation to be a party to and bound by this Agreement shall extend to all work covered by the Santa Clara County Countywide Project Labor Agreement undertaken by the undersigned party. The undersigned party shall require all of its subcontractors, of whatever tier, to become similarly bound for all their work within the scope of this Agreement by signing an identical Agreement To Be Bound.

This letter shall constitute a subscription agreement, to the extent of the terms of the letter.

CONTRACTOR/SUBCONTRACTOR: _____

Project Contract Number: _____

California State License Number:
or Motor Carrier (CA) Permit Number _____

DIR Public Works Registration # _____

Name and Signature of Authorized Person: _____ (Print Name)

(Title)

(Signature)

(Date)

**Addendum B:
Targeted Hiring Agreement**

- I. Purpose.** The Parties to the Santa Clara County Countywide Project Labor Agreement ("the Agreement") recognize the mutual needs and public interest in: (1) increasing training and career opportunities for underrepresented and targeted individuals in the construction trades through apprenticeship and pre-apprenticeship programs and (2) developing a pipeline to ensure the continued availability of a skilled, qualified and readily available construction workforce for this and future construction Projects. Furthermore, the Santa Clara & San Benito Counties Building & Construction Trades Council ("Council"), with other parties, is signatory to the Santa Clara County Construction Careers Collaborative Memorandum of Understanding ("MOU"), which is working to establish a coordinated Santa Clara County pre-apprenticeship program to serve as a pipeline for youth and jobseekers into apprenticeship. In furtherance of these goals, the Parties agree to enter into this Targeted Hiring Agreement ("THA") and to participate in the Santa Clara County Community Workforce Pipeline ("the Pipeline").
- II. Definitions.** All capitalized terms not defined in this THA are as defined in the Agreement.

Approved Pre-Apprenticeship Program. An Approved Pre-Apprenticeship Program means the Santa Clara County Trades Orientation Program or an equivalent structured, MC-3 certified pre-apprenticeship program, or Union-sponsored program, that: (1) serves Underrepresented Workers, and (2) is sponsored by Council-approved community-based organizations ("CBOs"), Council affiliates, the Council, the State Building & Construction Trades Council of California, or the North America Building & Construction Trades Council.

Community Workforce Coordinator. The Community Workforce Coordinator means the work2future Workforce Investment Board, or another entity as determined by mutual written agreement of the Council and the County. The Community Workforce Coordinator is responsible for maintaining an up-to-date list of Targeted Workers who are available for work with their current contact information, and will provide this list to any of the Parties upon request.

Covered Contractor. A Covered Contractor means a contractor performing \$250,000 or more of Covered Work on a Project. A Covered Contractor is subject to the Workforce Goal. If a contractor performs less than \$250,000 of Covered Work on a Project, that contractor is not subject to the Workforce Goal, but may nonetheless participate voluntarily in the Workforce Goal.

Targeted Worker. A Targeted Worker is an individual who has completed an Approved Pre-Apprenticeship Program.

Underrepresented Worker. An Underrepresented Worker is an individual who, prior to commencing work on a Project has at least one of the following barriers to employment:

Santa Clara County
Countywide Project Labor Agreement

(1) is currently homeless; (2) is currently receiving public assistance; (3) is currently participating in a reentry program or was formerly incarcerated; (4) has been continuously unemployed for the previous one year; (5) has been emancipated from the foster care system; (6) is a veteran of the U.S. military; (7) is an at-risk youth; (8) is a survivor of labor trafficking; or (9) has a family or household income that falls at or below 300% of the Federal Poverty Line ("FPL") as measured by the United States Department of Health and Human Services.

- III. Hiring /Employment Obligations.** Consistent with the Master Labor Agreements, hiring hall procedures, and the Joint Apprenticeship Training Committee ("JATC") rules, standards and procedures, Covered Contractors shall make good faith efforts to meet the following Workforce Goal related to hiring and employment of workers on the Project:

Workforce Goal.

- a) Consistent with the requirements of California Labor Code §§ 1776, 1777.5 and 1777.6, each Covered Contractor shall make good faith efforts to reach the goal of employing one (1) or more Targeted Worker(s) as first year apprentice(s) for at least 25% of the Covered Contractor's apprentice hours on the Project, unless the Contractor demonstrates to the Community Workforce Coordinator that the Targeted Worker(s) worked the maximum feasible hours, or shows other good cause. A Targeted Worker may be assigned to work on the Project or on another jobsite at the employer's discretion, provided that the worker is assigned to the same job classification that would apply to a Targeted Worker on the Project.
- b) Nothing in this THA requires a Covered Contractor either to hire a particular individual or to retain a particular individual in employment. In the event that a Targeted Worker is hired by a Covered Contractor but does not complete the requisite hours of employment in paragraph II(a), that Covered Contractor shall make good faith efforts to meet the "Alternate Method to Satisfy Workforce Goal" set forth in Part III of the THA.
- c) The Community Workforce Coordinator, upon request, will refer names of qualified, available, and willing Targeted Workers to the Union and Covered Contractors.
- d) The Unions agree to cooperate with Covered Contractor(s) in providing available apprentices as requested. All apprentices shall be properly supervised and paid in accordance with provisions contained within the Master Labor Agreements.
- e) In the event that the Community Workforce Coordinator is unable to refer sufficient qualified, available, and willing Targeted Workers, this section shall not apply until such time as qualified, available, and willing Targeted Workers are available for hire.
- f) The Unions also agree to cooperate with Santa Clara County and CBO's designated by mutual agreement of the County and the Council in conducting outreach activities

Santa Clara County
Countywide Project Labor Agreement

to recruit and refer Underrepresented Worker applicants to Approved Pre-Apprenticeship Programs for which they are qualified or qualifiable.

- g) The Covered Contractor agrees to maintain electronic records documenting employment of and hours worked by Targeted Worker(s), and to provide such records to the General Contractor, the County, or the Community Workforce Coordinator upon request.

IV. Alternate Method to Satisfy Workforce Goal

- a) Covered Contractors who fail to make good faith efforts to meet the Workforce Goal in Part II of the THA, may also satisfy the Goal by demonstrating that they have accomplished all of the following subject to any Master Labor Agreements, hiring hall procedures, JATC rules and procedures, and standards approved by the Division of Apprenticeship Standards, Department of Industrial Relations, State of California.
 - 1) Made good faith efforts to employ at least one (1) first-year apprentice on the Project (or for equivalent work on another jobsite, provided that the apprentice is assigned to the same job classification the apprentice would have performed on the Project), unless good cause is shown.
 - 2) Through written requests made using a Craft Request Form, offer the Community Workforce Coordinator the opportunity to provide qualified, available, and willing individuals for employment consideration on first-year apprentice positions.
 - 3) Using a Craft Request Form, request construction trades Unions to dispatch qualified, willing, and available individuals referred by the Community Workforce Coordinator by name when feasible.
 - 4) Contact and provide the following information to the Community Workforce Coordinator for all first-year apprentice job openings on the project in a timely manner when requested:
 - a) description of the job, including the trade and any job requirements for applicants, such as specific qualifications or skills;
 - b) person's name and telephone number at the Covered Contractor's business who will be responsible for answering questions regarding the job opening; and
 - c) description of how applicants should apply for the job.

- V. **Consequences of Non-Compliance.** County and the Council shall oversee compliance monitoring of the THA through an MOU with Working Partnerships and the JAC shall consider allegations of non-compliance by a Covered Contractor with the THA. If there is a determination by the JAC that a Covered Contractor has: (1) failed to make good faith efforts to meet the Workforce Goal set forth in Part II of the THA, and (2) failed to

Santa Clara County
Countywide Project Labor Agreement

Targeted Hiring Form

This form shall be completed for all projects to be performed under a
Santa Clara County Project Labor Agreement / Targeted Hiring Agreement.

Section 1. Basic Information

Date: _____ Date of Expected or Actual Start of Project: _____
 Company Name: _____ State Lic. # _____
 Contact Name: _____ Phone #: _____
 Project Name: _____
 Project Address: _____
 Are you currently approved to train apprentices? Yes: ___ No: ___
 If yes, please provide name(s) of Apprenticeship Committee(s): _____

Section 2. Manpower Projections: General Contractor and Subcontractors

Please list the trade(s) that will be employed on the Project, and projected work force needs for each. If a single subcontractor will be performing work in more than one trade, please list them on a separate line for each type of work performed. **Copy this form if you need to add more subcontractors.**

	Address of Home Office		Estimated Number of Journey-level Hours	Estimated Number of Apprentice Hours	Approximate Dates to Be Employed	
	Street Address:	City, State, ZIP:			From:	To:
GC: _____ Trade(s): _____						
Sub: _____ Trade: _____						
Sub: _____ Trade: _____						
Sub: _____ Trade: _____						
Sub: _____ Trade: _____						
Sub: _____ Trade: _____						
Total Hours (Journey-level + Apprentice)						
Multiply Total Hours * 4.2%¹			X 4.2%			
Goal for Targeted Worker hours:			= _____			

Please return this form to:
 David Bini
 CEO, Santa Clara Building Trades Council
david@scbtc.org

With a copy to:
 Louise Auerhahn
 Working Partnerships USA
lauerhahn@wpusa.org

The above named individuals will contact your company to help identify and refer Targeted Workers.

¹ Pursuant to Labor Code Section 1777.5(g), the ratio of apprentice work to journeyman work shall be not less than one hour of apprentice work to five hours of journeyman work. This is a 16.7% ratio and 25% of this ratio for targeted workers equals 4.2%.

PROPOSAL FORM 10 - EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The Bidder _____, proposed Subcontractor _____, herein certifies that its has _____, has not ____, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive orders 10925, 11114, or 11246 (as amended by 11375), and that it has____, has not____, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee or Equal Employment Opportunity, all reports due under the applicable filing requirements.

BIDDER'S SIGNATURE: _____	DATE: _____
BIDDER'S NAME (PRINT): _____	
TITLE (PRINT): _____	

NOTES:

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

- Bidder must place a check mark in the blank spaces provided above after "Bidder," "Subcontractor," "has," and "has not," as applicable.

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

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 601.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

PROPOSAL FORM 11 - PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the Bidder hereby declares that it has____, has not____, been convicted within the preceding three years of any offenses referred to in that Section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity as defined in Public Contract Code Section 1100. The term “Bidder” is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

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

BIDDER’S SIGNATURE: _____	DATE: _____
BIDDER’S NAME (PRINT): _____	
TITLE (PRINT): _____	

NOTES:

- The Bidder must place a check mark after “has” or “has not” in the blank space provided above.
- If this Affidavit is signed outside of the State of California, a notarized acknowledgement is required.

PROPOSAL FORM 12 - PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

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

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

BIDDER'S SIGNATURE: _____	DATE: _____
BIDDER'S NAME (PRINT): _____	
TITLE (PRINT): _____	

NOTE:

- If this Affidavit is signed outside of the State of California, a notarized acknowledgement is required.

PROPOSAL FORM 13 - DEPARMENT AND SUSPENSION CERTIFICATION

In accordance with Title 49 Code of Federal Regulations, Part 29, the Bidder certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, and manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
2. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
3. Does not have a proposed debarment pending; and
4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

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

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

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

BIDDER'S SIGNATURE: _____	DATE: _____
BIDDER'S NAME (PRINT): _____	
TITLE (PRINT): _____	

NOTES:

- Providing false information may result in criminal prosecution or administrative sanctions.
- If this Affidavit is signed outside of the State of California, a notarized acknowledgement is required.

PROPOSAL FORM 14 - CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR
LOBBYING

I, _____, hereby certify on
behalf of _____ that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" (See Contract Form 7) in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by the provisions of Title 31 U.S. Code Section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

BIDDER'S SIGNATURE: _____	DATE: _____
BIDDER'S NAME (PRINT): _____	
TITLE (PRINT): _____	

BIDDER’S BOND

WHEREAS, we, _____ as Principal,

and _____ as Surety,

are held and firmly bound unto the County of Santa Clara, a political subdivision of the State of California (hereinafter called the “County”), in the penal sum of, \$300,000, TEN PERCENT (10%) of the total aggregate amount of the Maximum Contract Value of the Principal above named, submitted by said Principal to County for the Work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that a Bid to County for certain construction specifically described as follows:

JOB ORDER CONTRACT: RAD-2024-01

for which Proposals are to be opened on April 30, 2024 has been submitted by Principal to County:

NOW, THEREFORE, if the aforesaid Principal shall not withdraw said Proposal within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening, and shall within the period specified therefore, or if no period be specified, within twenty (20) days after the prescribed forms are presented to Principal for signature, enter into a written Contract with the County, in the prescribed form, in accordance with the Proposal as accepted, and file the two Bonds with the County, one to guarantee faithful Performance and the other to guarantee Payment for labor and materials, as required by law, or in the event of the withdrawal of said Proposal within the period specified or the failure to enter into such contract and give such Bonds within the time specified, if the Principal shall pay County the difference between the amount specified in said Proposal and the amount for which the County may procure the required Work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the County in again calling for proposals, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

Surety for value received, hereby stipulates and agrees that no change, extension of time, alterations, or addition to the terms of the contract on the call for Proposals, or to the Work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this Bond, and it does, hereby, waive notice of any such change, extension of time, alteration, or addition to the terms of specifications.

In the event suit is brought upon this Bond by the County of Santa Clara and judgment is recovered, Surety shall pay all costs incurred by the County of Santa Clara in such suit, including a reasonable attorney's fee to be fixed by the court in accordance with applicable statutory law.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of _____, 20__.

PRINCIPAL:

SURETY:

Signature

Signature

Name

Name

Title

Title

Address

Address

NOTE TO SURETY COMPANY:

The following form of acknowledgment should be used. If any other form of acknowledgment is used, there must be submitted a certified copy of unrevoked resolution of authority for the attorney-in-fact.

SURETY COMPANY ATTORNEY-IN-FACT

STATE OF CALIFORNIA]
COUNTY OF SANTA CLARA] ss.

On _____, before me, the undersigned, a Notary Public in and for the State, personally appeared _____, known to me to be the duly authorized Attorney-in-Fact of the corporate Surety named in the within instrument, known to me to be authorized to execute that instrument on behalf of said corporation, known to me to be the person whose name is subscribed to such instrument as the Attorney-in-Fact of said corporation, and acknowledged to me that he (she) subscribed the name of said corporation thereto as Surety, and his (her) own name as Attorney-in-Fact and that said corporation executed the same.

WITNESS MY HAND AND OFFICIAL SEAL:

(SEAL)

Notary Public for the State of California with principal
office in Santa Clara County.

**Original Acknowledgment by Attorney-in-Fact must be attached.
Original Corporate seals of Principal and Surety must be attached.**

**SECTION 113 - CONTRACT FORMS
CONTRACT FORM 1 - AGREEMENT**

THIS IS AN AGREEMENT between the County of Santa Clara (hereinafter referred to as “Owner”) and

(hereafter referred to as “Contractor”).

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

ARTICLE I - SCOPE OF WORK

Contractor shall furnish all materials and perform all of the work for
JOB ORDER CONTRACT – RAD – 2024 – 01, Contract No. 24-XX

in accordance with the Contract Documents.

ARTICLE 2 - CONTRACT PRICE

As full compensation for furnishing all materials and for doing all the Work contemplated and encompassed by this Agreement; for all loss and/or damage, arising out of the Work aforesaid, or from actions of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the Work until its acceptance by Owner; and for all risks of every description connected with the Work; also for all expenses incurred by or in consequence of the suspension or discontinuance of Work thereof, in the manner and according to the Contract Documents, Owner will compensate the Contractor for each Job Order in accordance with the Contractor’s Adjustment Factors stated on the Bid Schedule. The Contractor shall perform all work required, necessary, proper for or incidental to completing the Detailed Scope of Work called for in each individual Job Order issued pursuant to this Contract for the Unit Prices set forth in the Construction Task Catalog® and the following Adjustment Factors:

Normal Working Hours Adjustment Factor Hours of Work between 6:00 AM and 6:00 PM, Monday through Friday	_____
Other than Normal Working Hours Adjustment Factor Hours outside Normal Working Hours including all day Saturday, Sunday and Legal Holidays	_____

This Contract is an indefinite-quantity contract for construction work and services. The Minimum Contract Value of Job Orders that the Contractor is guaranteed the opportunity to perform under this Contract is \$50,000. The Maximum Contract Value shall not exceed \$3,000,000 in the first term of the Job Order Contract and, if extended or renewed pursuant to Public Contract Code 20155, a maximum of six million dollars (\$6,000,000) over the subsequent two terms of the Contract. At the discretion of the Owner and if deemed to be in the public interest, the Maximum Contract Value of this Contract may be increased. The Contractor will not be issued Job Orders which in total exceed the Maximum Contract Value. The Contractor is not guaranteed to receive this volume of Work or subsequent terms.

ARTICLE 3 - CONTRACT DOCUMENTS

All rights and obligations of Owner and Contractor are fully set forth and described in the Contract Documents. All parts of the Contract Documents are intended to be correlated so that any Work called for in one part and not mentioned

**SECTION 113
CONTRACT FORM 1**

in the other; or vice versa, is to be executed the same as if mentioned in all said Documents. The Contract Documents are incorporated herein by reference the same as though set forth in full.

Formation of a contract between the parties requires accomplishment of all of the following: (1) Execution of this Agreement by Contractor; (2) Submission by Contractor and approval by Owner of the required bonds, insurance certificate and Special Endorsement; (3) Execution of this Agreement by Owner.

Changes to the Contract may be accomplished after execution of the Contract and without invalidating the Contract, by Change Order.

ARTICLE 4 - BEGINNING OF WORK

Following the approval of Contract Bonds, Contractor's certification regarding Worker's Compensation (Contract Form 6 – Contractor's Certification Regarding Worker's Compensation), Certificates of Insurance and Special Endorsements, and the execution of this Agreement by both parties, Owner shall issue a Notice of Compliance with this Job Order Contract. A Separate Notice to Proceed will be issued for each Job Order.

ARTICLE 5 - PREVAILING WAGES

The statement of prevailing wages appearing in the State Labor Surcharge and Equipment Rental Rates and State General Prevailing Wage Rates is hereby specifically referred to and by this reference is made a part of this Contract. A copy of the State General Prevailing Wage Rates dated 02/22/2024 is on file with the Clerk of the Board of Supervisors. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the Bid or Proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of said terms of said Proposal conflicting herewith.

ARTICLE 6 - WORKER'S COMPENSATION

By my signature hereunder and on Contract Form 6 – Contractor's Certification of Worker's Compensation, as Contractor, I certify that I am aware of the provisions of Section §3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

ARTICLE 7 - TIME OF COMPLETION

The term of Job Order Contract: RAD-2024-01 commences on the 20th day following the Notice of Award issued by the County of Santa Clara.

The term of the Job Order Contract will be either for one year or when issued Job Orders totaling the Maximum Contract Value have been completed, whichever occurs first. All Job Orders must be issued but not necessarily completed within one calendar year of the commencement date of the Contract.

Each Job Order will specify a time limit for completion as stated on the Job Order Notice to Proceed.

ARTICLE 8 - CONTRACTOR'S LICENSE

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar of the Contractors' State License Board; Tel. (800-321-CSLB), whose address is:

Contractors' State License Board
9821 Business Park Drive
Sacramento, CA 95827

**SECTION 113
CONTRACT FORM 1**

ARTICLE 9 – ELECTRONIC SIGNATURES

Unless otherwise prohibited by law of County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term “electronic copy of a signed contract” refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the County.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the ____ day of _____, 2021.

Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.

COUNTY OF SANTA CLARA

ATTEST:

SUSAN ELLENBERG, President
Board of Supervisors

CURTIS BOONE
Acting Clerk of the Board of Supervisors

CONTRACTOR

(Signature)

By: _____
(Printed Name)

Title: _____

Address: _____

Approved as to Form and Legality:

JOHN CASTRO
Deputy County Counsel

Contractor’s License No.: _____

License Class: _____

License Expiration Date: _____

(If this Agreement is signed outside of the State of California, a notarized acknowledgement is required.)

CONTRACT FORM 2 - PERFORMANCE BOND

WHEREAS, the Board of Supervisors of the County of Santa Clara, State of California, and _____ hereinafter designated as "Principal" have entered into an Agreement for the furnishing of all materials, labor, services, and equipment necessary, convenient and proper to:

JOB ORDER CONTRACT – RAD – 2024 – 01, Contract No. 24-XX

pursuant to the said Agreement dated ____, 202__, and all of the documents attached thereto and incorporated by reference, becoming a part of said Agreement, are hereby referred to and made a part hereof; and,

WHEREAS, said Principal is required according to the terms of said Agreement and applicable California State law, to furnish a Bond for the faithful Performance of said Agreement.

NOW, THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the County of Santa Clara in the penal sum of: Three Million Dollars (\$ 3,000,000.00), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, its Subcontractors, heirs, executors, administrators, successors or assigns shall in all things stand to and abide by, and well and truly keep and perform all of the covenants, conditions and agreements in the said Agreement and any and all alteration thereof made as therein provided, on its or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall defend, indemnify and save harmless the County of Santa Clara, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

And the said Surety for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or deletion to the terms of the said Agreement, the accompanying Contract Documents, or to the Work to be performed thereunder shall in any way affect its obligations on this Bond, and the Surety hereby waives notice of any such change, extension of time, alteration, addition or deletion to the terms of the said Agreement or to the Contract Documents or to the Work.

In the event suit is brought upon this Bond by the County of Santa Clara and judgment is recovered, Surety shall pay all costs incurred by the County of Santa Clara in such suit, including a reasonable attorney's fee to be fixed by the Court in accordance with applicable statutory law.

The Surety, by the execution of this Bond, represents and warrants that this Bond has also been duly executed by the Principal with proper authority, and the Surety hereby waives any defense which it might have to reason of any failure by the Principal to execute or properly execute this Bond.

**SECTION 113
CONTRACT FORM 2**

IN WITNESS WHEREOF two identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named on the _____ day of _____, 20__.

PRINCIPAL:

SURETY:

Signature

Signature

Name

Name

Title

Title

Address

Address

NOTE TO SURETY COMPANY:

The following form of acknowledgment should be used. If any other form of acknowledgment is used, there must be submitted a certified copy of unrevoked resolution of authority for the attorney-in-fact.

SURETY COMPANY ATTORNEY-IN-FACT

STATE OF CALIFORNIA]
COUNTY OF SANTA CLARA] ss.

On _____, before me, the undersigned, a Notary Public in and for the State, personally appeared _____, known to me to be the duly authorized Attorney-in-Fact of the corporate Surety named in the within instrument, known to me to be authorized to execute that instrument on behalf of said corporation; known to me to be the person whose name is subscribed to such instrument, as the Attorney-in-Fact of said corporation, and acknowledged to me that he (she) subscribed the name of said corporation thereto as Surety, and his (her) own name as Attorney-in-Fact and that said corporation executed the same.

WITNESS MY HAND AND OFFICIAL SEAL:

(SEAL)

Notary Public for the State of California with principal office in Santa Clara County.

**Original Acknowledgment by Attorney-in-Fact must be attached.
Original Corporate seals of Principal and Surety must be attached.**

CONTRACT FORM 3 - PAYMENT BOND

WHEREAS, the Board of Supervisors of the County of Santa Clara, State of California, and ___ hereinafter designated as "Principal" have entered into an Agreement for the furnishing of all materials, labor, services, and equipment necessary, convenient and proper to:

JOB ORDER CONTRACT – RAD – 2024 – 01, Contract No. 24-XX

pursuant to the said Agreement dated _____, 202__ and all of the documents attached thereto and incorporated by reference, becoming a part of said Agreement, are hereby referred to and made a part hereof; and

WHEREAS, said Principal is required by Chapter 5 (commencing at Section 3225) and Chapter 7 (commencing at Section 3247), Title 15, Part 4, Division 3 of the California Civil Code to furnish a Bond in connection with said Agreement:

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the County of Santa Clara in the penal sum of: Three Million Dollars (\$3,000,000.00), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, its Subcontractors, heirs, executors, administrators, successors or assigns shall fail to pay any of the persons named in Section 3181 of the California Civil Code, any amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, any prevailing wages due and penalties incurred pursuant to Sections 1774, 1775, 1813, and 1815 of the California Labor Code, any amounts required to be deducted or withheld from the wages of employees of the Principal and its Subcontractors for payment to the United States Government and/or to the State Franchise Tax Board with respect to such work and labor, the Surety will pay for the same in an amount not exceeding the total sum hereinabove specified, and also, in case suit is brought upon this Bond, a reasonable attorney's fee to be fixed by the court. This Bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code, so as to give the right of action to such persons or their assigns in any suit brought upon this Bond.

It is further stipulated and agreed that the Surety on this Bond shall not be exonerated or released from the obligation of this Bond by any change, extension of time for performance, addition, deletion, alteration, or modification in, to, or any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described or pertaining to or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission of the contract, agreement, or Bond, nor by any conditions precedent or subsequent in the Bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the Bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the Bond, and that this Bond be construed most strongly against the Surety and in favor of all persons for whose benefit such Bond is given, and under no circumstances shall Surety be released from its obligations hereunder by reason of any breach of contract between the County of Santa Clara and said Principal or on the part of any obligee named in such Bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 or 3112 of the California Civil Code, and has not been paid the full amount of its claim, and that Surety does hereby waive notice of any such change, extension of time, addition, deletion, alteration, or modification herein mentioned.

**SECTION 113
CONTRACT FORM 3**

The Surety, by the execution of this Bond, represents and warrants that this Bond has also been duly executed by the Principal with proper authority, and the Surety hereby waives any defense which it might have to reason of any failure by the Principal to execute or properly execute this Bond.

IN WITNESS WHEREOF two identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named on the _____ day of _____, 20__.

PRINCIPAL:

SURETY:

Signature

Signature

Name

Name

Title

Title

Address

Address

NOTE TO SURETY COMPANY:

The following form of acknowledgment should be used. If any other form of acknowledgment is used, there must be submitted a certified copy of unrevoked resolution of authority for the attorney-in-fact.

SURETY COMPANY ATTORNEY-IN-FACT

STATE OF CALIFORNIA]
COUNTY OF SANTA CLARA] ss.

On _____, before me, the undersigned, a Notary Public in and for the State, personally appeared _____, known to me to be the duly authorized Attorney-in-Fact of the corporate Surety named in the within instrument, known to me to be authorized to execute that instrument on behalf of said corporation; known to me to be the person whose name is subscribed to such instrument, as the Attorney-in-Fact of said corporation, and acknowledged to me that he (she) subscribed the name of said corporation thereto as Surety, and his (her) own name as Attorney-in-Fact and that said corporation executed the same.

WITNESS MY HAND AND OFFICIAL SEAL:

(SEAL)

Notary Public for the State of California with principal office in Santa Clara County.

**Original Acknowledgment by Attorney-in-Fact must be attached.
Original Corporate seals of Principal and Surety must be attached.**

**CONTRACT FORM 4 - ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF
RETENTION**

This Escrow Agreement is made and entered into by and between:

THE COUNTY OF SANTA CLARA whose address is 101 Skyport Drive, San Jose, CA 95110, hereinafter called
“Owner”, and

_____ whose address is _____
_____ hereinafter called “Contractor”, and

_____ whose address is _____
_____ hereinafter called “Escrow Agent”.

For the consideration hereafter set forth, Owner, Contractor, and Escrow Agent agree as follows:

1. Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between the Owner and Contractor for
JOB ORDER CONTRACT – RAD – 2024 – 01, Contract No. 24-XX

_____ in the amount of \$ _____ dated _____ (hereinafter referred to as the
“Contract”). Alternatively, on written request of the Contractor, the Owner shall make payment of the retention earnings directly to the Escrow Agent. When the Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Owner within 10 days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the Owner and Contractor. Securities shall be held in the name of _____, and shall be designated the Contractor as the beneficial owner.

2. Owner shall make progress payments to Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that Escrow Agent holds securities in the form and amount specified above.
3. When the Owner makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of Contractor until the time that the escrow created under this contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.
4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the Owner. These expenses and payment terms shall be determined by the Owner, Contractor, and Escrow Agent.
5. The interest earned on the securities or money market accounts held in escrow and all interest earned on the interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to Owner.
6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from Owner to Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.
7. Owner shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven days’ written notice to Escrow Agent from the Owner of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by Owner.

**SECTION 113
CONTRACT FORM 4**

8. Upon receipt of written notification from the Owner certifying that the Contract is final and complete, and that the Contractor has compiled with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of all fees and charges.
9. Escrow Agent shall rely on the written notifications from the Owner and the Contractor pursuant to Sections (5) through (8), inclusive, of this Agreement, and the Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.
10. The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of Owner:

Signature

Name

Title

Address

On behalf of Contractor:

Signature

Name

Title

Address

On behalf of Escrow Agent:

Signature

Name

Title

Address

At the time the Escrow Account is opened, Owner and Contractor shall deliver to Escrow Agent a fully executed counterpart of this Escrow Agreement.

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement by their proper officers on the date first set forth above.

OWNER:

Signature

Name

Title

Address

CONTRACTOR:

Signature

Name

Title

Address

CONTRACT FORM 5 - CERTIFICATE OF INSURANCE (EXHIBIT A-1)

Mail complete certificate to: SANTA CLARA COUNTY Attn: Construction Operations Department: Roads and Airports Address: 101 Skyport Dr. San Jose, CA 95110-1302 Contract No.: 24-XX Description: JOB ORDER CONTRACT – RAD – 2024 – 01		Department: 1. Complete address block to the left. 2. When completed certificate is returned, review, and send the following to Finance/ Controller. a. Signed and completed certificate. b. Copy of insurance requirements and hold harmless cause from the contract. 3. If agreement is a Board approved contract, send a copy of the above (2a and b) to the Clerk of the Board.			
This certificate is issued as a matter of information only and confers no rights upon the policyholder, and does not amend, extend or alter the coverage afforded by the policies. This is to certify that the policies of insurance listed below have been issued to the insured named below for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies.					
PRODUCER:			COMPANIES AFFORDING COVERAGE		
			Company A		
INSURED			Company B		
			Company C		
			Company D		
Co. Ltr	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occur <input type="checkbox"/> Owner's & Cont. Prot. <input type="checkbox"/> _____				GENERAL AGGREGATE \$ _____ PROD-COMP/OP AGG. \$ _____ PERS & ADV INJURY \$ _____ EACH OCCURRENCE \$ _____ FIRE DAMAGE \$ _____ (Any one fire) MED. EXPENSE \$ _____ (Any one person)
	AUTOMOBILE LIABILITY <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				COMBINEDSINGLE LIMIT \$ _____ BODILY INJURY \$ _____ (Per Person) BODILY INJURY \$ _____ (Per Accident) PROPERTY DAMAGE \$ _____
	GARAGE LIABILITY <input type="checkbox"/> Any Auto <input type="checkbox"/> _____				AUTO ONLY- EA. ACC. \$ _____ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ _____ AGGREGATE \$ _____
	EXCESS LIABILITY <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other Than Umbrella Form				EACH OCCURRENCE \$ _____ AGGREGATE \$ _____
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY The proprietor/partners/executive officers are <input type="checkbox"/> Incl. <input type="checkbox"/> Excl.				STATUTORY LIMITS EACH ACCIDENT \$ _____ DISEASE- POLICY LIMIT \$ _____ DISEASE-EA. EMPLOYEE \$ _____
	OTHER				
CERTIFICATE HOLDER County of Santa Clara Roads and Airports Department 101 Skyport Drive San Jose, Ca 95110			DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS a. Additional Insured Endorsement , which shall read: "County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds."		
			AUTHORIZED REPRESENTATIVE Certificate Must be Signed		

**CONTRACT FORM 6 – CONTRACTOR’S CERTIFICATION OF WORKER’S
COMPENSATION**

Contract with the County of Santa Clara for the construction of:

PROJECT TITLE:	JOB ORDER CONTRACT – RAD – 2024 - 01
Contract No.:	24-XX

Labor Code [§3700](#):

"Every employer, except the State, and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation by one or more insurers, duly authorized to write compensation insurance in this State.**
- (b) By securing from the Director of Industrial Relations a certificate on consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to employees."

I am aware of the provisions of [§3700](#) of the Labor Code that require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance. In accordance with the provisions of that code, I will comply with such provisions before commencing the performance of the Work of this Contract.

Date:		By:	
			(Contractor)
			(Official Title)

(Labor Code [§1861](#) requires that this Contractor certification must be signed and filed by the Contractor with the public agency prior to performing any Work. Contractor must return this signed certification along with Contract Form 1 – Contract Agreement.)

CONTRACT FORM 7 - DISCLOSURE OF LOBBYING ACTIVITIES
COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of federal Action <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier ____, if known Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known:	
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a (last name, first name, MI):	
(attach Continuation Sheet(s) , if necessary)		
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) , if necessary)		
15. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/>		
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:	Authorized for Local Reproduction Standard Form-LLL	

Standard Form LLL Rev. 09-12-97

**CONTRACT FORM 7 - DISCLOSURE OF LOBBYING ACTIVITIES
(Continuation Sheet)**

Reporting Entity:

of ____

Page ____

**INSTRUCTIONS FOR COMPLETION OF SF-LLL,
DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, the application/Proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-OO 1."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

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CONTRACT FORM 8 - MONTHLY DISADVANTAGED BUSINESS ENTERPRISES (DBE) UTILIZATION REPORT

Project Title: _____
 County Contract No.: _____ Federal Contact No.: _____
 Project Period from: _____ to: _____ (month/year)
 % Project Completed: _____
 \$ Amount of Project Completed: _____
 ORIGINAL CONTRACT AMOUNT (less supplemental): _____
 CURRENT CONTRACT AMOUNT (less supplemental): _____
 SUPPLEMENTAL PAID TO DATE: _____

Contractor: _____
 Address: _____
 Phone No.: _____
 Name and title of person completing form: _____
 Signature: _____
 Form completion date: _____

List all DBE Contractors	SUPPLEMENTAL WORK		BASE CONTRACT			
	Paid This Period	Total To Date (A)	Item No.	DBE Item Amount This Period	DBE Item Amount To Date (B)	Total DBE Paid (A)+(B)
TOTALS:						

DBE Bid Amount:		=% of bid	
DBE Paid to Date:		=% of contract	
% of Progress Completed:			
% of Goals Completed:			

Note: DBE listed must be certified or accepted as certified.