Sonoma County
Community Development Commission

MITOTE FOOD PARK

Bid Date: June 1, 2021
DOCUMENT 000101

PROJECT MANUAL
Volume 1

MITOTE FOOD PARK

SONOMA COUNTY COMMUNITY DEVELOPMENT COMMISSION

Bid Date: Jun 1st, 2021

Advertisement Date: April 19th, 2021
PROJECT TEAM

SONOMA COUNTY CDC’S REPRESENTATIVE
Paul Osmundson
Special Projects Director
1440 Guerneville Road
Santa Rosa, CA  95403

CONSTRUCTION MANAGER
Michael Findley
Waypoint Consulting

PROJECT ARCHITECT
Van Meter Williams Pollack LLP
333 Bryant Street, Suite 300
San Francisco, CA 94107

TENANT ARCHITECT
O’Malley Wilson Westphal
555 Fifth Street, Suite 200
Santa Rosa, CA 95401

LANDSCAPE ARCHITECT
QUADRIGA
1212 4th Street Studio K
Santa Rosa, CA  95404

STRUCTURAL ENGINEER
KPFF
45 Fremont, 28th Floor
San Francisco, CA  94105

MECHANICAL/ELECTRICAL/PLUMBING ENGINEERS
Emerald City Engineers
21705 Highway 99
Lynnwood, WA 98036

CIVIL ENGINEER
BKF Engineers
200 4th Street, Suite 300
Santa Rosa, CA 95401
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CONDITIONS OF THE CONTRACT

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007200   General Conditions
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          – Bid Period Investigations and Subcontracting
          – Contract Award and Commencement of the Work
          – Insurance and Indemnification
          – Drawings and Specifications
          – Construction By County or By Separate Contractors
          – County and Payment
          – Control of the Work
          – Warranty, Guaranty, and Inspection of Work
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011000   Summary
          – Work Covered By Contract Documents
          – Bid Alternates and Unit Prices
          – Work Under Other Contracts
          – Work Sequence
          – Work Days and Hours
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012000   Price and Payment Procedures
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013300   Submittal Procedures
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014500   Quality Control
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015800  | Project Identification
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017419  | Construction Waste Management and Disposal
017700  | Closeout Procedures
017839  | Project Record Documents
017900  | Demonstration and Training

DRAWINGS

(See Drawing List on Drawing No.)

END OF DOCUMENT
DOCUMENT 001116

INVITATION TO BID

1.1 NOTICE. The SONOMA COUNTY CDC ("CDC") hereby gives notice that it will accept Bids for construction of the following public work:

SONOMA COUNTY CDC
MITOTE FOOD PARK, ROSELAND

1.2 BID SUBMISSION. CDC will receive sealed Bids at Sonoma County CDC Headquarters until 2:00 p.m. on Tuesday, June 1st, 2021. The opening will be in accordance with procedures set forth in Document 002113 (Instructions to Bidders). Bidders shall refer to Document 002113 (Instructions to Bidders) for required documents and items to be submitted in a sealed envelope.

1.3 CONTACT INFORMATION.
Mailing address: CDC Representative:
Sonoma County CDC Paul Osmundson,
1440 Guerneville Road Special Projects Director
Santa Rosa, CA 95403 Sonoma County CDC
(415) 200-6939
Paul.osmundson@sonoma-county.org

Project Manager:
Michael Findley Project Executive
Waypoint Consulting, Inc.
1390 Market Street, Suite 200
San Francisco, CA 94102
415-828-5569 Cell
michael@waypointconsulting.biz

1.4 DESCRIPTION AND LOCATION OF THE WORK. The Work consists of construction of the CDC’s Mitote Food Park, at 665 Sebastopol Road, Santa Rosa, California (the "Project"). The Project Work includes, but is not limited to, the construction of an outdoor food truck dining area, restroom utility hook ups, new electrical service, lighting, trash enclosure, landscaping and site improvements and food service facilities.

1.5 CONTRACT TIME. Site operations are to begin within 30 days of Notice to Proceed. Substantial Completion shall be within 60 Days from the date when work field operations begin. Final Completion shall be within 120 Days from the date when work is to commence as stated in the Notice to Proceed.

1.6 REQUIRED CONTRACTOR’S LICENSE(S). A California contractor’s license is required to Bid this Contract and by maintained through the completion of the project. All contractors and subcontractors shall be properly licensed by the Contractor's State Licensing Board and possess the necessary license classifications for the work they perform under this project.

1.7 REGISTRATION PURSUANT TO LABOR CODE SECTION 1723.5 REQUIRED. All Contractors submitting a bid proposal for this Project, and any Subcontractors listed therein, must be currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. The CDC requires proof of current registration by contractor and all listed subcontractors as a condition to bid on this project, subject only to the allowances of Labor Code section 1771.1.

1.8 PREVAILING WAGE LAWS. This Project is subject to compliance monitoring and
enforcement by the Department of Industrial Relations. The successful Bidder must comply
with all prevailing wage laws applicable to the Project, and related requirements contained in
the Contract Documents.

Copies of the general prevailing rates of per diem wages for each craft, classification, or type
of worker needed to execute the Contract are available on the website of the State of California
Department of Industrial Relations, at the following link: https://www.dir.ca.gov/Public-
Works/Prevailing-Wage.html. Upon request, the CDC will make copies available to any
interested party. Contractor shall post the applicable prevailing wage rates at the Site, in
addition to all other job site notices prescribed by regulation.

1.9 **SUBSTITUTION OF SECURITIES.** CDC will permit successful Bidder to substitute securities
for retention monies withheld to ensure performance of Contract, as set forth in Document
00680 (Escrow Agreement for Security Deposits in Lieu of Retention), in accordance with
California Public Contract Code, Section 22300. By this reference, Document 00680 (Escrow
Agreement for Security Deposits in Lieu of Retention) is incorporated in full in this Document
001116 (Invitation to Bid).

1.10 **MANDATORY PRE-BID CONFERENCE AND SITE VISIT.** CDC will conduct Pre-Bid
Conferences on an appointment-only basis at the Project site located at: 665 Sebastopol Road,
Santa Rosa, California 95407. Appointments must be made no later than May 12th. All
appointments will occur for 7 business days starting May 10th and ending May 17th. Pre-Bid
Conference appointment reservations must be made by contacting:

Paul Osmundson
Special Projects Director
Sonoma County CDC
Paul.osmundson@sonoma-county.org
415-200-6939 Cell

Michael Findley
Project Executive
Waypoint Consulting, Inc.
micheal@waypoint.biz
415-828-5569 Cell

The purpose of Pre-Bid Conferences is to generally discuss Project scope, to consider such
matters as Bidders may request, and to conduct a Site Visit immediately thereafter. Bidders
must attend one Pre-Bid Conference and Site Visit and sign an attendance roster as a condition
to bidding. The Pre-Bid Conference and Site Visit will last approximately 1 hour.

In addition, the following mandatory safety protocols apply to all Pre-Bid Conferences and Site
Visits.

**MANDATORY SAFETY PROTOCOLS**

1.10.1 **Facial Coverings Required**

All attendees of Pre-Bid Conferences and Site Visits must wear facial coverings during all
time spent inside CDC facilities and also when outside if attendees are unable to maintain
social distance of 6 feet from others.

Facial coverings must be free from expletives, profanity, and/or slurs.

A “facial covering” is a material that covers the nose and mouth. It may be secured to the
head with ties or straps or simply wrapped around the lower face. It may be made of a
variety of materials, such as cotton, silk, or linen. Acceptable face covering options include, but are not limited to:

- N95 or KN95 masks;
- Neck gaiter;
- Homemade face covering;
- Scarf; and
- Tightly woven fabric, such as cotton t-shirts and some types of towels.

Facial coverings do not comply with these protocols if they: no longer cover the nose or mouth; are so thin the mouth can be seen through the fabric; the ties or straps have stretched out or are damaged; do not remain securely attached to the person’s face; have holes or tears in the fabric; obstruct the person’s vision. Attendees must immediately replace their inadequate facial coverings or leave the area.

Use of a surgical mask or N95 respirator is not required, but attendees who choose to do so are in compliance with these protocols as long as the surgical mask or N95 respirator is in good condition and can remain securely attached to the employee’s face. **Masks that have respirator vents are unacceptable, as are any other masks that have valves allowing air to escape.**

### 1.10.2 Social Distancing

All persons attending Pre-Bid Conferences and Site Visits must use their best efforts to maintain a minimum physical distance of six feet between themselves and any other person at all times, and shall minimize exposure to and contact with others (e.g., no handshakes).

### 1.11 PROCUREMENT OF BIDDING DOCUMENTS

Bidders may obtain Bidding Documents by downloading them from the CDC website "https://sonomacounty.ca.gov/CDC/Doing-Business-with-the-Commission/". Printed copies will be available for examination at the CDC’s Headquarters located at 1440 Guerneville Road, Santa Rosa, CA 94503 and at the North Coast Builders Exchange. Electronic copies of the Construction Documents and Bidding Documents will be provided in compact disc format and distributed at the mandatory Pre-Bid Meeting. Bidding Documents need not be returned to the CDC.

### 1.12 BID PREPARATION COST

Bidders are solely responsible for the cost of preparing their Bids.

### 1.13 RESERVATION OF RIGHTS

CDC specifically reserves the right, in its sole discretion, to reject any or all Bids, or re-bid, or to waive inconsequential deviations from Bid requirements.

### 1.14 ESTIMATED BASE BID CONSTRUCTION COST

The estimated base bid construction cost is $600,000 (excludes estimated cost of alternates).

END OF DOCUMENT
INSTRUCTIONS TO BIDDERS

Bids are requested for a construction contract, or work described in general, as follows:

SONOMA COUNTY CDC MITOTE
FOOD PARK CONSTRUCTION

1.1 RECEIPT OF BIDS. Refer to Document 001116 (Invitation to Bid), paragraph 1.2, for location, day and time for submittal of bids. The CDC will accept Bids only from Bidders duly licensed in accordance with the California Business & Professions Code and in accordance with paragraph 1.6 of Document 001116 (Invitation to Bid). The CDC will receive Bids in an opaque sealed 10” x 13” envelope containing the respective items described in paragraph 1.5 below. All Bid envelopes will be time-stamped to reflect their submittal time. The CDC will reject all Bids received after the specified time and will return such Bids to Bidders unopened. Bidders must submit bids in accordance with this Document 002113.

1.2 CONTACT INFORMATION. Refer to Document 001116 (Invitation to Bid), paragraph 1.3.

1.3 MANDATORY PRE-BID CONFERENCE. The CDC will conduct a mandatory Pre-Bid Conference at the time and location identified in paragraph 1.10 of Document 001116 (Invitation to Bid), to generally discuss project scope, to consider such matters as Bidders may request. Bidders must attend Pre-Bid Conference and sign an attendance roster as a condition to bidding. The Pre-Bid Conference will last approximately 1 hour(s).

The Pre-Bid Site Visit will not provide an opportunity for Bidders to have questions answered, but will be merely a showing of the site and existing conditions. The CDC will transmit to all parties recorded as having received Bidding Documents such Addenda as the CDC in its discretion considers necessary in response to written questions. Bidders shall not rely on oral statements. Oral statements will not be binding or legally effective.

All written questions must be submitted by May 15th, 2021 to:

To: Michael Findley, Waypoint Consulting, Mitote Food Park Construction Project

Responses if any shall be responded to all bidders on or before May 23rd 2021.

The CDC, in its sole discretion, may elect to conduct additional Pre-Bid Conference and Site Visits. Notice of any Site Visits shall be given through addendum to the Bidders.

Bidders can arrange, subject to Project Manager’s advance approval of a written workplan, a date and time to investigate conditions or otherwise conduct invasive investigations, explorations, tests, or studies, subject to delivering an executed Document 002613 (Indemnity and Release Agreement) and providing an insurance certificate as described therein by noon of the day prior to the scheduled site visit.

1.4 BID SUBMISSION. Bidder should mark its Bid envelope as BID FOR THE SONOMA COUNTY CDC, MITOTE FOOD PARK CONSTRUCTION. Bids shall be deemed to include the written responses by the Bidder to any questions or requests for information by the CDC as part of Bid evaluation process after submission of Bid. Bidder’s failure to submit all required documents strictly as required entitles the CDC to reject the Bid as non-responsive.

1.5 CONTENTS OF ENVELOPE - BID PRICE. Bid envelope shall include:
A. Document 004113 (Bid Form – Stipulated Sum - Single-Prime Contract) completed in
1.11 accordance with paragraph 1.6 of this Document 002113.
B. Bid security supplied completed in accordance with paragraph 1.7 of this Document 002113.
C. Document 004336 (Proposed Subcontractors Form) in accordance with paragraph 1.8 of this Document 002113.
D. Document 004513 (Bidder Registration and Safety Experience Form)
E. Document 004519 (Non-Collusion Affidavit).

1.6 REQUIRED BID FORMS. All Bidders must submit Bids using, where applicable, documents supplied in this Project Manual, including without limitation the documents listed above, in accordance with the instructions contained in those documents. The CDC will reject as non-responsive any Bid not submitted on the required forms. Bids must be full and complete. Bidders must complete all Bid items and supply all information required by Bidding Documents. The CDC reserves the right in its sole discretion to reject any Bid as non-responsive as a result of any error or omission in the Bid. Bidders may not modify the Bid Form or qualify their Bids. Bidders must submit clearly and distinctly written Bids. Bidders must clearly make any changes in their Bids by crossing out original entries, entering new entries, and initialing new entries. The CDC reserves the right to reject any Bid not clearly written.

1.7 REQUIRED BID SECURITY. Bidders must submit with their Bids either cash, a cashier’s check or certified check from a responsible bank in the United States, or a bidder's bond executed by an admitted surety insurer. The amount of the security shall be not less than ten percent (10%) of amount of the total Bid Price, indicated on Document 004113 (Bid Form), payable to “Sonoma County CDC”. All Bidders choosing to submit a bidder's bond must submit it on the required form, Document 004313 (Bid Security Forms). The CDC will reject as non-responsive any Bid submitted without the necessary Bid security. The CDC may retain Bid security of other than the Apparent Low Bidder for a period of 60 Days after award or until full execution of the Contract, whichever first occurs. Upon full execution of the Contract, and upon request by Bidder, the CDC will return to the respective unsuccessful Bidders their Bid securities and Bid bonds.

1.8 REQUIRED SUBCONTRACTORS LIST. All Bidders must submit with their Bids the required information in Document 004336 (Proposed Subcontractors Form) for those Subcontractors who will perform any portion of Work, including labor, rendering of service, or fabricating and installing a portion of the Work, in excess of one half of one percent of total Bid. Violation of this requirement may result in Bid being deemed non-responsive and not being considered.

1.9 REGISTRATION PURSUANT TO LABOR CODE SECTION 1725.5 REQUIRED. As of March 1, 2015, all Contractors and Subcontractors who will perform any portion of the Work must be currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. CDC required proof of current registration by Bidder and all Subcontractors listed on Document 00430 as a condition to bid on this project, subject only to the allowances of Labor Code section 1771.1.

1.10 OTHER REQUIREMENTS PRIOR TO BIDDING. Submission of Bid signifies Bidder’s careful examination of Bidding Documents and complete understanding of the nature, extent, and location of Work to be performed. As a condition to Bidding, Bidder must complete tasks listed in Document 005213 (Agreement Form), Article 5. Submission of Bid shall constitute Bidder’s express representation to CDC that Bidder has fully completed these tasks.

1.11 EXISTING CONDITIONS INFORMATION. Bidders may examine any available existing conditions information (e.g., record documents, specifications, studies, drawings of previous work, geotechnical data) by giving the CDC reasonable advance notice. Document 003119 (Existing Conditions Information) [others in 0031xx series] applies to all supplied existing conditions information and all other information supplied regarding existing conditions either above ground or below ground.

1.12 ADDENDA. Bidders must direct all questions about the meaning or intent of Bidding
Documents to the CDC (to the attention of the Project Manager identified in Document 001116, Invitation to Bid, paragraph 1.3) in writing. Interpretations or clarifications considered necessary by the CDC in response to such questions will be issued by Addenda mailed, faxed, or delivered to all parties recorded by the CDC as having received Bidding Documents. Addenda will be written and will be issued to each Bidder to the address or fax number supplied to CDC by Bidder. The CDC may not answer questions received less than seven (7) Days prior to the date for opening Bids. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

A. Addenda may also be issued to modify the Bidding Documents as deemed advisable by the CDC.

B. Addenda shall be acknowledged by number with signature in Document 004113 (Bid Form) and shall be part of the Contract Documents. A complete listing of Addenda maybe secured from the CDC.

1.13 SUBSTITUTIONS. Bidders must base their Bids on products and systems specified in Contract Documents or listed by name in Addenda.

A. Except as provided in paragraph 1.13.D below, the CDC will consider substitution requests only for “or equal items.” Bidders wanting to use “or equal” item(s) must submit Document 002600 (Procurement Substitution Request Form) no later than 14 Days prior to submitting their Bids. After that date, the CDC will not accept “or equal” substitution requests. To assess “or equal” acceptability of product or system, submittals of substitutions shall contain the information required in Document 020600 (Procurement Substitution Request Form) and set forth in Section 016000 (Product Requirements). Insufficient information will be grounds for rejection of substitution. The CDC shall, within a reasonable period of time after having received a Request for Substitution, issue in writing its decision as to whether the proposed substitute item is an Equal item. The CDC’s decision shall be conclusive on all Bidders.

B. Approved substitutions shall be listed in Addenda and become part of Contract Documents.

C. Substitutions may be requested after submitting Bids and Award of Contract only in accordance with requirements specified in Section 016000 (Product Requirements).

D. As further limitation on Bidder’s privilege to substitute items, the CDC has found that certain items are designated as CDC standards and certain items are designated to match existing items in use on a particular public improvement, either completed or in the course of completion, or are available from only one source. As to such items, the CDC will not permit substitution. All substitutions will need to be approved by the project team.

1.14 WAGE RATES. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are on file at the CDC’s Headquarters located at 1440 Guerneville Road, Santa Rosa, CA 95403 (see also https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html and https://www.dir.ca.gov/OPRL/2021-1/PWD/Determinations/Subtrades/SON.html) and are deemed included in the Bidding Documents. https://www.dir.ca.gov/OPRL/2021-1/PWD/Determinations/Subtrades/SON.html Upon request, the CDC will make copies available to any interested party. Contractor shall post the applicable prevailing wage rates at the Site.

1.15 EQUAL EMPLOYMENT OPPORTUNITY. Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical conditions, disability, or any other reason.

1.16 WITHDRAWAL OF BIDS. Bidders may withdraw their Bids at any time prior to the Bid opening time fixed in this Document 002113, only by written request for the withdrawal of Bid filed with the Purchasing Agent. Bidder or its duly authorized representative shall execute request to withdraw Bid. The submission of a Bid does not commit the CDC to award a contract for the Project, to pay costs incurred in the preparation of a Bid, or to procure or contract for any goods or services.
1.17 **BID OPENING.** The CDC will open all Bidders’ Bid envelopes promptly following the deadline for receiving Bids specified in Document 001116 (Invitation to Bid), Paragraph 1.2, initially evaluate them for responsiveness, and determine an Apparent Low Bidder as specified herein.

1.18 **DETERMINATION OF APPARENT LOW BIDDER.**
A. The CDC will determine Apparent Low Bidder in accordance with Public Contract Code Section 20103.8(b), taking into account all alternatives (if any) included in the Total Bid Price as calculated in Document 004113 (Bid Form). See Section 012300, Alternates, for a list of all alternatives.
B. The CDC reserves the right to add to or deduct from the Contract any of the additive or deductive items after the lowest responsible bidder has been determined following the Contract award.

1.19 **BID EVALUATION.** The CDC may reject any or all Bids and waive any irregularities or minor irregularities in the Bids. The CDC also reserves the right, in its discretion, to reject any or all Bids and to re-Bid the Project. The CDC reserves the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional Bids, and to reject the Bid of any Bidder if the CDC believes that it would not be in the best interest of Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or doubtful financial ability or fails to meet any other pertinent standard or criteria established by the CDC. For purposes of this paragraph, an “unbalanced Bid” is one having nominal prices for some Bid items and enhanced prices for other Bid items.
A. In evaluating Bids, the CDC will consider Bidders’ qualifications, whether or not the Bids comply with the prescribed requirements, unit prices, and other data, as may be requested in Document 004113 (Bid Form) or prior to the Notice of Award.
B. In order to evaluate Bidder’s ability to perform and provide the Work in accordance with the Contract Documents to the CDC’s satisfaction within the prescribed time, the CDC may conduct reasonable investigations and reference checks of Bidder, proposed Subcontractors, suppliers and other persons and organizations as the CDC deems necessary to assist in the evaluation of any Bid and to establish Bidder’s responsibility, qualifications, financial ability, proposed Subcontractors, suppliers, and other persons and organizations. Submission of a Bid constitutes Bidder’s consent to the foregoing. The CDC shall have the right to consider information provided by sources other than Bidder. The CDC shall also have the right to communicate directly with Bidder’s surety regarding Bidder’s bonds.
C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between written words and figures will be resolved in favor of the words.
D. Quantities stated in the Bidding Documents are approximate only and are subject to correction upon final measurement of the Work, and are subject further to the rights reserved by the CDC to increase or diminish the amount of work under any classification as advantages to design or construction needs require.
E. The CDC may determine whether a Bidder is qualified in its sole discretion.

1.20 **BID PROTEST.** Any Bid protest must be submitted in writing to the Sonoma County CDC, CDC Interim Executive Director, at 1440 Guerneville Road Santa Rosa, CA 95403, within seven (7) calendar days following posting of Document 005050 (Notice of Intent to Award for Construction). Document 005050 (Notice of Intent to Award for Construction) will be posted at the CDC’s Headquarters located at 1440 Guerneville Road, Santa Rosa, CA. The CDC will use reasonable efforts to deliver by email or facsimile a copy of Document 005050 (Notice of Intent to Award for Construction) to all Bidders who submitted Bids no later than the Business Day after issuance, although any delay or failure to do so will not extend the Bid protest deadline described above. All bid protests must comply with the CDC’s Bid Protest Procedures, available on its website at the following link:
In addition, the following requirements apply:
A. The initial protest document must contain a complete statement of the basis for the protest and must demonstrate that the protestor has a direct economic interest in the bid award.
B. The protest must refer to the specific portion of the document that forms the basis for the protest.
C. The protest must include the name, address, and telephone number of the person representing the protesting party.
D. The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
E. The procedure and time limits set forth in this paragraph are mandatory and are the sole and exclusive remedy in the event of Bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings. A Party may not rely on a protest submitted by another Party but must timely pursue its own protest.

1.21 **AWARD.** If the Contract is to be awarded, it will be awarded to the lowest responsible Bidder. Following completion of all required CDC procedures and receipt of all CDC approvals, CDC will issue Document 005100 (Notice of Award) to successful Bidder.

1.22 **POST-NOTICE OF AWARD REQUIREMENTS.** After Notice of Award, the successful Bidder must execute and submit the following documents as indicated below.
A. Submit the following documents to the CDC by 5:00 p.m. of the fourteenth (14th) Day following Notice of Award (Document 005100). Execution of Contract by CDC depends upon approval of these documents:
   1) Document 005213 (Agreement Form – Stipulated Sum): To be executed by successful Bidder. Submit two (2) originals, each bearing an original signature on the signature page and initials on each page.
   2) Document 006113.13 (Performance Bond Form): To be executed by successful Bidder and surety, in the amount set forth in Document 006113.13 (Performance Bond Form). Submit one original.
   3) Document 0062113.16 (Payment Bond Form): To be executed by successful Bidder and surety, in the amount set forth in Document 0062113.16 (Payment Bond Form). Submit one original.
   4) Insurance certificates and endorsements required by Document 007200 (General Conditions) Article 4. Submit one original set.
   5) Document 006536 (Warranty Form). To be executed by successful Bidder. Submit one original, bearing an original signature.
B. The CDC shall have the right to communicate directly with Apparent Low Bidder’s proposed performance bond surety, to confirm the performance bond. The CDC may elect to extend the time to receive faithful performance and labor and material payment bonds.
C. Successful Bidder’s failure to submit the documents required herein, in a proper and timely manner, entitles CDC to rescind its award, and to cause Bidder’s Bid security to be forfeited as provided herein.

1.23 **FAILURE TO EXECUTE AND DELIVER DOCUMENTS.** If Bidder to whom Contract is awarded shall, within the period described in paragraph 1.22A of this Document 002113, fail or neglect to execute and deliver all required Contract Documents and file all required bonds, insurance certificates, and other documents, the CDC may, in its sole discretion, foreclose on Bidder’s surety bond, or deposit Bidder’s cashier’s check or certified check for collection, and retain the proceeds thereof as liquidated damages for Bidder’s failure to enter into the
Contract. Bidder agrees that calculating the damages CDC may suffer as a result of Bidder’s failure to execute and deliver all required Contract Documents would be extremely difficult and impractical and that the amount of Bidder’s required Bid security shall be the agreed and presumed amount of CDC’s damages. In addition, upon such failure, CDC may determine the next Apparent Low Bidder and proceed accordingly.

1.24 MODIFICATION OF COMMENCEMENT OF WORK. The CDC expressly reserves the right to modify the Commencement Date in the Notice to Proceed under the Contract and to independently perform and complete work related to the Project. To the fullest extent permitted by law, the CDC accepts no responsibility to Contractor for damages attributed to CDC’s need to complete additional work at the site.

1.25 PUBLIC RECORDS ACT REQUESTS.
A. Per the Public Records Act, the CDC will make available to the public all correspondence and written questions submitted during the Bid period, all Bid submissions opened in accordance with the procedures of this Document 002113, and all subsequent Bid evaluation information. Except as otherwise required by law, the CDC will not disclose trade secrets or proprietary financial information submitted that has been designated confidential by Bidder. Any such trade secrets or proprietary financial information that a Bidder believes should be exempted from disclosure shall be specifically identified and marked as such. Blanket-type identification by designating whole pages or sections shall not be permitted and shall be invalid. The specific information must be clearly identified as such.
B. Upon a request for records regarding this Bid, the CDC will notify Bidder involved within ten (10) days from receipt of the request of a specific time when the records will be made available for inspection. If the Bidder timely identifies any “proprietary, trade secret, or confidential commercial or financial” information that Bidder determines is not subject to public disclosure, and requests CDC to refuse to comply with the records request, Bidder shall take all appropriate legal action and defend CDC’s refusal to produce the information in all forums; otherwise, CDC will make such information available to the extent required by applicable law, without restriction.
C. Information disclosed in the Bid and attendant submissions are the property of the CDC unless Bidder makes specific reference to data that is considered proprietary. Subject to the requirements in the Public Records Act, reasonable efforts will be made to prevent the disclosure of information except on a need-to-know basis during the evaluation process.

1.26 CONFORMED PROJECT MANUAL AND CONSTRUCTION DRAWINGS. Following Award of Contract, the CDC may prepare a conformed Project Manual reflecting Addenda issued during bidding, which will, failing objection, constitute the approved Project Manual.

1.27 DEFINITIONS. All abbreviations and definitions of terms used in this Document 002113 are set forth in Document 007200 (General Conditions) and Document 014200 (References).

END OF DOCUMENT
To: Michael Findley, Waypoint Consulting – Project Manager
Email: michael@waypoint.biz
Project: Mitote Food Park Construction Project

Contractor: 
Subcontractor/Supplier: 
Drawing Sheet Reference/Detail No: 
Specification Section: 

The undersigned Bidder submits for consideration the following equipment instead of the specified item for the above Project:

<table>
<thead>
<tr>
<th>Section</th>
<th>Paragraph</th>
<th>Specified Item</th>
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<tbody>
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Proposed Substitution: 

The undersigned encloses the information required herein. If this Document 002600 is being submitted by a Bidder wishing to use “equal” item(s) as provided in Document 001116 (Instructions to Bidders), the undersigned Bidder must also enclose the technical information (other than cost) otherwise required for a post-Award of Contract Request for Substitution (“RFS”) under Section 016000 (Product Requirements). However, if this Document 002600 is being submitted under provisions of Contract Documents after Award of Contract, the undersigned Contractor must include all information (including cost) required under Section 016000 (Product Requirements).

The undersigned has (a) attached manufacturer’s literature, including complete technical data and laboratory test results, if applicable, (b) attached an explanation of why proposed substitution is a true equivalent to specified item, (c) included complete information on changes to Contract Documents that the proposed substitution will require for its proper installation, and (d) filled in the blanks below:

A. Does the substitution affect dimensions shown on Drawings?

B. Are the manufacturer’s guarantees and warranties on the proposed substitution items identical to those on the specified items? If there are differences, please specify each and every difference in detail.
C. What effect does the substitution have on other contractors, trades, or suppliers?

D. What are the differences between the proposed substitution and the specified item? If proposed substitution has a color or pattern, provide a color board showing proposed substitution in relation to the other adjacent colors and patterns.

E. Will granting the requested substitution cause any schedule delay? (If yes, please explain)

The undersigned Bidder certifies that the function, appearance, and quality of the proposed substitution are equivalent or superior to those of the specified item.

Submitted by: 

Bidder/Contractor [note applicable]

For Use by CDC:

___ Accepted ___ Accepted as Noted

___ Not Accepted ___ Received Too Late

_______________________________
Signature

_______________________________
Name

Reviewed By: _______________________

Address

By: _______________________
CDC's Project Manager

Date: _______________________

Reviewed By: _______________________
Project Manager's Supervisor

Date: _______________________

City/State/Zip

Telephone: _______________________

Remarks: _______________________

Date: _______________________

Remarks: _______________________

END OF DOCUMENT
INDEMNITY AND RELEASE AGREEMENT

Dated ____________________________

POTENTIAL BIDDER: ____________________________

CDC: SONOMA COUNTY CDC

SITE: 665 SEBASTOPOL ROAD SANTA ROSA, CA 95407

PROJECT: MITOTE FOOD PARK CONSTRUCTION

In consideration of the above-referenced CDC’s permitting the undersigned potential bidder (“Bidder”) to have access to, and to conduct investigations, tests and/or inspections on, the Site, Bidder hereby agrees as follows:

1. To the greatest extent permitted by law, Bidder hereby releases, and shall defend, indemnify and hold harmless the CDC, and its officers, employees, consultants, representatives, and agents, and all other parties having any other interest in the Site, against any claim or liability, including attorney’s fees, arising from or relating to any Site-related access, investigation, test, inspection and/or other activity conducted by Bidder or any of Bidder’s officers, employees, consultants, representatives, and/or agents, regardless of whether claim or liability is caused in part by the negligence of CDC or by any released and indemnified party.

2. Bidder hereby waives the provisions of California Civil Code Section 1542 which provides as follows:

   A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him, must have materially affected his settlement with the debtor.

3. Bidder shall repair any damage to the Site or adjacent property resulting from activities authorized hereunder and comply with and be subject to all other requirements and obligations described or referenced in Document 003119 (Existing Conditions Information).

4. Attached hereto (or to be delivered separately before Bidder’s visit to the Site) is a certificate for comprehensive general liability insurance satisfying the requirements of Document 007200 (General Conditions).

5. Although this Indemnity and Release Agreement is not a Contract Document (see Document 005213 [Agreement]), it shall be fully effective and binding regardless of whether Bidder submits a Bid for the Project, is awarded a contract for the Project, or otherwise.

Name of Bidder

By: ____________________________ By: ____________________________
    Signature                             Signature

Its: ____________________________ Its: ____________________________
    Title (If Corporation: Chairman, President
     or Vice President)  Title (If Corporation: Secretary, Assistant
                           Secretary, Chief Financial Officer or
                           Assistant Treasurer)

END OF DOCUMENT
1.1 SUMMARY
A. This Document 003119 sets forth the terms and conditions under which Bidder may review, study, use, or rely upon existing conditions information, including geotechnical data if applicable, concerning existing conditions at or contiguous to the Site. This Document 003119, the available geotechnical data, and the supplied existing conditions information are not Contract Documents.

1.2 REPORTS AND INFORMATION
A. Existence of Reports. The CDC, its consultants, and prior contractors may have collected documents providing a general description of the Site and conditions of the Work. These documents may consist of geotechnical reports for and around the Site, contracts, contract specifications, tenant improvement contracts, as-built drawings, utility drawings, and information regarding Underground Facilities. These reports, documents and other information are not part of the Contract Documents.

B. Inspection of Reports. Bidders may inspect reports and information regarding existing conditions available at CDC Headquarters, and may obtain copies upon Bidder’s payment for the costs of reproduction and handling. These reports, documents and other information, are not part of the Contract Documents. Nevertheless, by submitting a Bid, Bidder accepts full responsibility for reviewing, knowing and understanding the contents of all of these materials.

C. Inclusion in Project Manual. Geotechnical reports and information regarding existing conditions may also be included in the Project Manual, but neither shall be considered part of the Contract Documents.

D. Existing Conditions Information. The following geotechnical reports and data, and information regarding existing conditions and Underground Facilities at or contiguous to the Site, None, are available for review through the CDC.

1.3 USE OF INFORMATION ON EXISTING CONDITIONS
A. Aboveground Existing Conditions. Under no circumstances shall the CDC be deemed to make a warranty or representation of existing aboveground conditions, as-built conditions, or other aboveground actual conditions verifiable by reasonable independent investigation. These conditions are verifiable by Bidder by the performance of its own independent investigation that Bidder must perform prior to bidding and Bidder must not rely on the information supplied by the CDC regarding existing conditions. Bidder represents and agrees that in submitting its Bid, it is not relying on any information regarding existing conditions supplied by the CDC.

B. Underground Facilities. Information supplied regarding existing Underground Facilities at or contiguous to the Site is based on information furnished to CDC by others (e.g., the builders of such Underground Facilities or others). Except as expressly set forth in this Document 003119, the CDC does not assume responsibility for the accuracy, completeness or thoroughness of this information, and Bidder is solely responsible for any interpretation or conclusion drawn from this information. Except as expressly set forth in this Document 003119, the CDC will be responsible only for the general accuracy of information regarding Underground Facilities, and only for those Underground Facilities that are owned by the CDC. This express assumption of responsibility applies only if Bidder has conducted the independent investigation required of it and discrepancies were not apparent.

1.4 LIMITED RELIANCE PERMITTED ON CERTAIN INFORMATION
A. Geotechnical Data. Except as expressly set forth in this Document 003119, the CDC does not warrant, and makes no representation regarding, the accuracy or thoroughness of any geotechnical data. Bidder represents and agrees that in submitting its Bid, it is not relying on any geotechnical data supplied by the CDC, except as specifically set forth.
herein.

B. Technical Data. Bidder may rely upon the general accuracy of the “technical data” contained in the geotechnical reports and existing conditions information identified above, but only insofar as it relates to subsurface conditions, provided Bidder has conducted the independent investigation required of it and discrepancies were not apparent. The term “technical data” in the referenced reports and drawings shall be limited as follows:

1) The term “technical data” shall include actual reported depths, reported quantities, reported soil types, reported soil conditions, and reported material, equipment, or structures that were encountered during subsurface exploration.

2) The term “technical data” does not include, and Bidder may not rely upon, any other data, interpretations, opinions or information shown or indicated in such drawings or reports that otherwise relate to subsurface conditions or described structures.

3) The term “technical data” shall not include the location of Underground Facilities.

4) Bidder may not rely on the completeness of reports and drawings for the purposes of bidding or construction. Bidder may rely upon the general accuracy of the “technical data” contained in such reports or drawings.

5) Bidder is solely responsible for any interpretation or conclusion drawn from any “technical data” or any other data, interpretations, opinions, or information contained in supplied existing conditions information.

1.5 INVESTIGATIONS

A. Before submitting a Bid, each Bidder shall be responsible to obtain such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise, which may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of Contract Documents. Bidders shall advise the CDC in writing as limited by Section 1.11 of Document 002113 (Instructions to Bidders) of any questions, suppositions, inferences or deductions Bidders may have for CDC's review and response.

B. The CDC has provided time in the period prior to bidding for Bidder to perform these investigations.

C. Notwithstanding the foregoing, hazardous materials investigations shall only be conducted by the CDC as provided in Document 003126 (Existing Hazardous Materials Information).
1.1 SUMMARY
A. This Document 003126 describes certain hazardous material surveys and use of data therein.

1.2 REPORTS AND INFORMATION
A. The CDC, its consultants, contractors, and tenants have prepared documents providing a general description of the Site and locations of hazardous materials subject to the Work. These documents consist of surveys included in or with this Project Manual, or made available for review and copying. The surveys are the following:
   1) Inapplicable.
B. Bidders may inspect such surveys at the CDC’s Headquarters located at 1440 Guerneville Road, Santa Rosa, CA 94503, and copies may be obtained at cost of reproduction and handling upon Bidder’s payment for the costs. These surveys are not part of the Contract Documents.

1.3 USE OF DATA AND INFORMATION
A. Data and information regarding the locations of hazardous materials are not part of Contract Documents. Bidders may rely on this data and information for general accuracy regarding the locations of potentially hazardous materials subject to the Work.
B. The CDC does not warrant and makes no representation regarding the completeness or thoroughness of any data or information regarding existing conditions or hazardous materials, including, but not limited to, quantities, characteristics, volumes, or associated structural features. Bidder represents and agrees that in submitting a Bid it is not relying on any such data, information or deductions.

1.4 INVESTIGATIONS
A. Before submitting a Bid, each Bidder shall be responsible for requesting the CDC to obtain such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning hazardous materials matters. Bidders must provide the CDC with sufficiently advance notice for the CDC to determine whether the examination, etc. is warranted and, if so, to perform the examination, etc. Such examinations, etc. shall be performed only by the CDC or its consultants; Bidders shall not perform them.
B. The CDC has provided time in the period prior to bidding to perform these investigations.
C. Any CDC decision taken in good faith regarding these matters shall be conclusive and binding.

END OF DOCUMENT
BID FORM (STIPULATED SUM – SINGLE PRIME CONTRACT)

To be submitted by the time and date specified in Document 001116 (Invitation to Bid), paragraph 1.2.

TO THE SONOMA COUNTY CDC

THIS BID IS SUBMITTED BY:

(Firm/Company Name)

Re: MITOTE FOOD PARK CONSTRUCTION

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the Sonoma County CDC, a California Body Politic, Public and Private ("CDC"), in the form included in the Contract Documents, Document 005213 (Agreement Form – Stipulated-Sum), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.

2. Bidder accepts all of the terms and conditions of the Contract Documents, Document 001116 (Invitation to Bid), and Document 002113 (Instructions to Bidders), including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 90 Days after the day of Bid opening.

3. In submitting this Bid, Bidder represents:

   (a) Bidder has examined all of the Contract Documents and the following Addenda (receipt of all of which is hereby acknowledged).

<table>
<thead>
<tr>
<th>Addendum Number</th>
<th>Addendum Date</th>
<th>Signature of Bidder</th>
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</table>

   (b) Bidder has visited the Site and performed all tasks, research, investigation, reviews, examinations, and analysis and given notices, regarding the Project and the Site, as set forth in Document 005213 (Agreement Form – Stipulated-Sum), Article 5.

   (c) Bidder has given the CDC prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and as-built drawings and actual conditions and the written resolution thereof through Addenda issued by the CDC is acceptable to Contractor.

4. Based on the foregoing, Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sums of money

Mitote Food Park Construction

Name of Bidder

Bid Form 00400 - 1
listed in the following Schedules:

**SCHEDULE OF BID PRICES**

All Bid items, including lump sums and unit prices, must be filled in completely. Bid items are described in Section 011000 (Summary). Quote in figures only, unless words are specifically requested.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>TOTAL LUMP SUM</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Base Bid</td>
<td>$</td>
</tr>
<tr>
<td>2.</td>
<td>Alternate #1</td>
<td>$</td>
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<tr>
<td>3.</td>
<td>Alternate #</td>
<td>$</td>
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<tr>
<td></td>
<td><strong>TOTAL BID PRICE</strong></td>
<td><strong>$</strong></td>
</tr>
</tbody>
</table>

*Basis to determine apparent low bid.

Total Bid Price: ____________________________________________

(Words)

**SCHEDULE OF OTHER LISTED ALTERNATES (OPTIONAL)**

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>TOTAL LUMP SUM</th>
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<tbody>
<tr>
<td>1.</td>
<td>Alternate #</td>
<td>$</td>
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<tr>
<td>2.</td>
<td>Alternate #</td>
<td>$</td>
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</tbody>
</table>

**SCHEDULE OF UNIT PRICES**

The following Unit Prices shall apply to Work covered by unit prices, regardless of quantity. By submitting a Bid, Bidder acknowledges that these unit prices shall remain fixed throughout performance of the Contract, regardless of any incremental cost differentials resulting from variances in any quantity estimates or increased or decreased economies of scale.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>UNIT OF MEASURE</th>
<th>ITEM PRICE PER UNIT OF MEASURE (IN FIGURES)</th>
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</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
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<td>2.</td>
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5. Subcontractors for work included in all Bid items are listed on the attached Document 004366 (Proposed Subcontractors Form).

6. The undersigned Bidder understands that the CDC reserves the right to reject this Bid.

7. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Bidder within the time described in paragraph 2 of this Document 004113 or at any other time thereafter before it is withdrawn, the undersigned
Bidder will execute and deliver the documents required by Document 002113 (Instructions to Bidders) within the times specified therein.

8. Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below.

9. The undersigned Bidder herewith encloses either a cashier’s check, or certified check from a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do surety business in the State of California, in form specified in Document 00200 (Instructions to Bidders), in the amount of ten percent (10%) of the Total Bid Price contained above and made payable to “Sonoma County CDC.”

10. The undersigned Bidder agrees to commence Work under the Contract Documents on the date to be established in Document 005500 (Notice to Proceed) and to complete all work within the time specified in Document 005213 (Agreement Form). The undersigned Bidder acknowledges that the CDC has reserved the right to delay or modify the commencement date after issuance of Document 005500 (Notice to Proceed). The undersigned Bidder further acknowledges the CDC has reserved the right to perform independent work at the Site, the extent of such work may not be determined until after the opening of the Bids, and that the undersigned Bidder will be required to cooperate with such other work in accordance with the requirements of the Contract Documents.

11. The undersigned Bidder agrees that, in accordance with Document 007200 (General Conditions), liquidated damages for failure to complete all Work in the Contract within the time specified in Document 005213 (Agreement Form) shall be as set forth in Document 005213 (Agreement Form).

12. IMPORTANT NOTICE: If Bidder or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof; if a partnership, give name of the firm and names of all individual co-partners comprising the firm; if Bidder or other interested person is an individual, give first and last names in full.

NAME OF BIDDER: __________________________

licensed in accordance with an act for the registration of Contractors, and with license number: #_________________________ Expiration: ________________________.

Where incorporated, if applicable

____________________________

____________________________

____________________________

Principals

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

____________________________

Signature of Bidder

NOTE: If Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.
Business Address:  

Contractor’s Authorized Representative(s), (name, title):  

Officers authorized to sign contracts:  

Telephone Number(s):  

Fax Number(s):  

Email Address(s):  

Date of Bid:  

END OF DOCUMENT
KNOW ALL BY THESE PRESENTS:

That the undersigned [Name of Contractor] as Principal and the undersigned as Surety are held and firmly bound unto the SONOMA COUNTY CDC, a California Body Politic, Public and Private (“CDC”), as obliged, in the penal sum of

($_________) lawful money of the United States of America being ten percent (10%) of the aggregate amount of said Principal’s Total Bid Price (as identified in Principal’s Bid), for the payment of which, well and truly to be made, we bind ourselves, oursuccessors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal is submitting a Bid for the Sonoma County CDC, Mitote Food Park Construction Project.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Bid submitted by the said Principal be accepted and the Contract be awarded to said Principal and said Principal shall within the required periods enter into the Contract so awarded and provide the required Construction Performance Bond, Construction Labor and Material Payment Bond, insurance certificates, and all other endorsements, forms, and documents required under Document 002113 (Instructions to Bidders), then this obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bound parties have executed this instrument this

_______ day of ________________, 20__.

(Corporate Seal)                                                    By

__________________________ Principal

__________________________ Surety

(Corporate Seal)

By

__________________________ Attorney in Fact

END OF DOCUMENT
**PROPOSED SUBCONTRACTORS FORM**

Bidder submits the following information as to the subcontractors Bidder intends to employ if awarded the Contract.

Name of Bidder:________________________________________________________

<table>
<thead>
<tr>
<th>Full Name of Subcontractor and Location (City &amp; State) of Mill or Shop</th>
<th>Subcontractor DIR</th>
<th>Description of Work</th>
<th>Subcontractor’s License No.*</th>
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</table>

(Bidder to attach additional sheets if necessary)

*Subcontractor license number can be submitted up to twenty-four (24) hours after the bid opening.

END OF DOCUMENT
1.1 REQUIRED CONTENTS OF SOQ SUBMISSION

(Provide the requested information in the precise order that it is listed)

A. Attachment "A" Statement of Qualifications Questionnaire. Fill out the questionnaire completely. If additional pages are required to adequately explain an entry, include them at the end of the attachment.

B. Litigation History. Description of litigation history for the past ten years, including names of involved parties, nature of dispute, and disposition.

C. Capability to Provide Required Performance and Payment Bonds. Bidder shall include a letter from a surety duly licensed to do business in the State of California, having a financial rating from A. M. Best Company of A or better, that the surety has agreed to provide Bidder with the required performance and payment bonds in accordance with the requirements set forth in Documents 006113.13 (Performance Bond Form) and 006113.16 (Payment Bond Form). Such performance and payment bonds shall be in the minimum penal sums provided therein. Bidder shall include authorization that gives the CDC the right to verify with the surety that the surety, based upon the Bid prices, will issue the required bonds under the conditions stated.

D. Financial Capacity. Include audited or reviewed financial statements for the three most recently completed fiscal years for Bidder. Also include audited or reviewed financial statements for the three most recently completed fiscal years for any parent company(ies) of Bidder (if applicable).

E. Human and Physical Resources. Bidder shall identify, describe, and quantify for itself and separately for its "designated Subcontractor(s)" (as defined in Document 00200 Instructions to Bidders), the following technical resources for the Work:
   1) Description and location of manufacturing facilities, naming products and quantifying production capacity and current demand;
   2) Description of field organization(s), naming skills and equipment;
   3) Description of safety program, quality control procedures, and safety experience; and
   4) Evidence of a valid California contractor’s license and required licenses of all persons who are Key Personnel of the Bidder or any designated Subcontractor.

F. Resumes of Proposed Key Personnel. Bidder shall provide a resume for each named Key Personnel of Bidder (only list the personnel that would be assigned to this specific project, including but not limited to the Project Manager, Superintendent, and Scheduler) and Bidder’s designated Subcontractor(s), to include the following:
   1) Name and proposed assignment of Key Personnel - do not include home addresses or phone numbers;
   2) Years of experience;
   3) Education - degrees, schools, and years obtained;
   4) Professional license or registration(s);
   5) Fluency in English (Yes/No);
   6) Experience directly related to above proposed assignment;
   7) At least two client references, including contact names, addresses, and telephone numbers; and
   8) Description of two projects of a similar nature worked on in the past five years.

G. Description of Project Scheduling Experience and Sample CPM Schedule. Provide a description of Bidder’s experience with scheduling construction activities. Provide resumes (in paragraph “F” above) for proposed personnel or consultants and a description of their experience with scheduling construction activities. Submit a draft Initial CPM Schedule meeting the requirements of the Contract Documents for the Initial CPM Schedule (see Section 01320.1.4), which shall be time scaled, have preliminary resource loading, and showing a draft plan for proposed Work to be completed in the first thirty (30) days of the contract. In addition to the above minimum requirements, the draft
schedule may include cost loading and a detailed plan for the proposed Work in the first sixty (60) days of the contract.

H. Management Plan. Bidder shall submit a Management Plan as specified herein. The proposed Management Plan shall be described in sufficient detail to fully understand how Bidder plans to manage and coordinate the Work of manufacture, construction, installation, testing and commissioning, including but not limited to coordination with the CDC, governmental authorities, suppliers, subcontractors, insurers, shippers, inspection agencies, and contractors for related work, all to ensure smooth project operation. The Management Plan shall contain at least the following:

1. Organization Chart: Bidder shall develop and propose an organization chart. The chart shall show the overall organization of member firms and subcontractors, their roles/responsibilities and how the management for each member firm will report within and to its firm’s executive management. Bidder must provide a discussion of how each member’s project manager will obtain technical and financial support and resources.

2. Organization Chart shall include the specific people that will be assigned to each position. Provide resumes for all people as part of paragraph “F” above.

1.2 GENERAL CONDITIONS

A. General Conditions for Content. The SOQ shall be clear and concise to enable Staff to make a thorough evaluation and arrive at a sound determination as to whether the SOQ meets the CDC’s requirements. To this end, the SOQ should be so specific, detailed, and complete as to demonstrate clearly and fully that the Bidder has a thorough understanding of and has demonstrated knowledge of the requirements to perform the Work.

B. Explanations to SOQ. Any explanation requested by a Bidder regarding the meaning or interpretation of this Document 004500 must be requested in writing in accordance with Document 002113 (Instructions to Bidders). Oral explanations or instructions will not be binding. Any information provided to any prospective Bidder concerning this Document 004500 will be furnished to all prospective Bidders as an Addendum to the Bidding Documents.

1.3 DEFINITIONS

A. Except as set forth herein, all abbreviations and definitions of terms used in this Document 004500 are as set forth in Document 007200 (General Conditions) or Section 014200 (References).

ATTACHMENT “A” -- STATEMENT OF QUALIFICATION QUESTIONNAIRE FOLLOWS ON FOLLOWING PAGES
ATTACHMENT “A” -- Statement of Qualification Questionnaire

Bidders shall complete the entire Statement of Qualification Questionnaire and submit it in accordance with Document 002113 (Instructions to Bidders) and this Document 004500. Failure to complete the questionnaire or inclusion of any false statement(s) shall be grounds for immediate disqualification.

I. CONTACT INFORMATION

Bidder’s Name: ______________________________________________________

Bidder’s Legal Organization:
Corporation_____ Partnership_____ Sole Proprietorship_____ Joint Venture*_____ 

Name of President, Managing Partner, or Owner: ________________________________

Bidder’s Address: ______________________________________________________

Bidder’s Phone: ___________________________ Fax: ____________________________ 

E-mail: ________________________________________________________________

Contact Person: _________________________________________________________

Contact’s Phone (include extension): _______________________________________

Contact’s E-mail (if different): ____________________________________________

*If a joint venture, provide all of the requested information for each member of the joint venture.

II. GENERAL INFORMATION

Complete Part II before proceeding.

1. Does Bidder possess a valid and current California Contractor’s license for the Work proposed? Yes_____ No_______

2. Has Bidder’s license been revoked at any time in the last five years? Yes_____ No_______

3. Has Bidder changed names or license numbers in the past 10 years? If so, state reason for change on an additional page. Yes_____ No_______

4. Does Bidder have a minimum of $2,000,000 general liability insurance coverage? Yes_____ No_______

5. Has Bidder been “default terminated” by an owner (other than for convenience), or has a Surety completed a contract for Bidder within the last five years? Yes_____ No_______

6. Has Bidder been cited more than twice for failure to pay prevailing wages in the last five years? Yes_____ No_______

7. Has Bidder attached copies of its reviewed or audited financial statements and accompanying notes for the latest three years? Yes_____ No_______

Bidder will be immediately disqualified if any answer to questions 1, 4 or 7 is No. Bidder will be immediately disqualified if any answer to questions 2, 5 or 6 is Yes.
PART III. SAFETY

1. Has Cal/OSHA, Federal OSHA, the EPA or any Air Quality Management District cited Bidder in the past five years?  Yes______ No______ If yes, attach description of each citation.

2. How often does Bidder require documented safety meetings be held for:

<table>
<thead>
<tr>
<th>Category</th>
<th>Field Supervisor</th>
<th>Employees</th>
<th>New Hires</th>
<th>Subcontractors</th>
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</thead>
<tbody>
<tr>
<td>Frequency</td>
<td>Weekly</td>
<td>Bi-weekly</td>
<td>Bi-monthly</td>
<td>Monthly</td>
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<td>Bi-weekly</td>
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<td>Less than</td>
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<td>Less than monthly</td>
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</table>

Mitote Food Park
Construction

Statement of Qualifications for Construction Work
004500 - 4
3. How often does Bidder conduct documented safety inspections?
   Quarterly _____  Semi-annually _____  Annually _____  Other _____

4. Does Bidder have home office safety representatives who visit/audit the job site?
   Yes _____  No _____ If yes, how often?
   Quarterly _____  Semi-annually _____  Annually _____  Other _____

5. What is Bidder’s Intrastate Experience Modification Rate? __________
   Bidder will be immediately disqualified if the answer to this question 5 is greater than 1.0.

   PART IV.    DISPUTES

Has Bidder had any claims, litigation, or disputes ending in mediation or arbitration, or termination for cause associated with any project in the past 10 years? If yes, attach description of each such instance including details of total claim amount, settlement amount, and owner’s name and phone number.

   Yes _____  No _____

   PART V.    BONDING

Bonding Capacity - Provide documentation from Bidder’s surety identifying the following:

1. Name of bonding company/surety
2. Name of Surety Agent
3. Surety Agent address and telephone number
4. Is surety a California-admitted surety? Yes _____  No _____
5. Is surety listed in the current edition of the California Department of the Treasury’s Listing of approved sureties? Yes _____  No _____
6. List surety’s A.M. Best Rating
7. Give Bidder’s bonding capacity per job and aggregate.
8. What percentage rate does Bidder pay for bonds?

   PART VI.    FINANCIAL INFORMATION

1. Has Bidder ever reorganized under the protection of the bankruptcy laws?
   Yes _____  No _____ If yes, please state when __________

2. If Bidder has had the general liability carrier identified in Document 004513 (Bidder Registration and Safety Experience Form) for less than 5 years, please provide additional information below for balance of the past 5 years.

   Agency Name: _____________________________________________________________
   Contact Name: _____________________________________________________________
   Phone Number: _____________________________________________________________
   Carrier: ___________________________ Dates: ___________________________ A.M. Best Rating: ______
   Carrier: ___________________________ Dates: ___________________________ A.M. Best Rating: ______
   Carrier: ___________________________ Dates: ___________________________ A.M. Best Rating: ______

3. Has Bidder ever had insurance terminated by a carrier? Yes _____  No _____
   If yes, explain on separate signed sheet marked with correlating cross-reference to this paragraph of the questionnaire.
PART VII    EXPERIENCE OF BIDDER

The unique nature of this Project requires prior similar experience of the Bidder and the Key Personnel assigned. Provide the detailed project information requested in the format provided below (attach additional pages if necessary):

Prime Contractor.

1) List three (3) projects with a construction cost of at least $500,000 each, completed in the past ten years.

Project Name: ____________________________________________________________
Location: _______________________________________________________________
Owner: _________________________________________________________________
Owner Contact (name and phone number): ________________________________
Architect or Engineer: ___________________________________________________
Architect or Engineer Contact (name and phone number): ____________________
Project Mgr.: ___________________________________________________________
Project Superintendent: _________________________________________________
Project Scheduler: ______________________________________________________
Description of Project, Scope of Work Performed: __________________________

Total Construction Cost: ________________________________________________
Total Change Order Amount: _____________________________________________
Original Scheduled Date of Completion: _________________________________
Time Extensions Granted (number of Days): ________________________________
Actual Date of Completion: ____________________________________________
Number of Stop Notices filed by subcontractors or suppliers: ________________

NOTE: All references listed above should have correct and current telephone numbers. Bidder is advised to confirm the listing of a reference before including them.

Bidder hereby declares under penalty of perjury that all the information provided in this questionnaire is true and correct.

______________________________
SIGNATURE

______________________________
TITLE

END OF DOCUMENT
The undersigned declares:

I am the ___________________________ of ___________________________, the party making the foregoing bid.

[Office of Declarant] [Name of Bidder]

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

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

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

________________________________________
Name of Declarant (Please Print)

________________________________________
Signature of Declarant

END OF DOCUMENT
INDEPENDENT CONTRACTOR REGISTRATION

Contractor’s License #: ________________________________

Date: ________________________________ Fed I.D. #: ________________________________

Full Corporate Name of Company:

__________________________________________________________________________

Street Address: ________________________________

__________________________________________________________________________

Mailing Address: ________________________________

__________________________________________________________________________

Phone: ___________ Fax: ___________ Email: ________________________________

Name of Principal Contact:

__________________________________________________________________________

Type of Business:    _____ Sole Proprietor    _____ Partnership
                     _____ Non-Profit 501 C3    _____ Corporation
                     _____ other (please explain: ________________________________)
SENATE BILL 854 COMPLIANCE

The California Legislature imposed a registration requirement for contractors and subcontractors involved in public works projects. Senate Bill 854 created a registration program, which went into effect on July 1, 2014, to fund the California Department of Industrial Relations’ (DIR’s) monitoring and enforcement of prevailing wage laws. The bill requires public agencies to include notice of the registration requirement in their bid invitations and bid documents.

Contractors and subcontractors wishing to work on a public works project must be registered with the DIR. Registration and related information is available at the following DIR website link: https://www.dir.ca.gov/Public-Works/Contractor-Registration.html.

Contractor’s Public Works Contractor Registration (PWCR) Affidavit # __________________

Classification or Type of Worker (Carpenter, Plumber, etc.) that will be employed by the Contractor(s):

________________________________________________________________________

Listing of Sub-Contractors

<table>
<thead>
<tr>
<th>Contractor Lic. No.</th>
<th>DIR #</th>
<th>Contractor</th>
<th>Classification of Workers</th>
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Contractors are also subject to penalties for bidding or working on public works without being registered with DIR. However, contractors will not be in violation for working on a private job that is later determined to be public work.

Contractors and subcontractors on all public works projects are also required to submit certified payroll records to the Labor Commissioner, unless excused from this requirement.
INSURANCE

Workers' Compensation:
Carrier: ________________________________________________________________
Address: ______________________________________________________________
Phone and Fax: __________________________________________________________
Policy Number: __________________________________________________________

General Liability:
Carrier: ________________________________________________________________
Address: ______________________________________________________________
Phone and Fax: __________________________________________________________
Policy Number: __________________________________________________________
Policy Limits: $ ____________________________
A.M. Best Rating: ________________________________

Automobile Liability:
Carrier: ________________________________________________________________
Address: ______________________________________________________________
Phone and Fax: __________________________________________________________
Policy Number: __________________________________________________________
Policy Limits: $ ____________________________
A.M. Best Rating: ________________________________
SAFETY EXPERIENCE

The following statements as to safety experience of Bidder are submitted with Bid, as part thereof, and Bidder guarantees the truthfulness and accuracy of the information.

1. List Bidder’s Interstate Experience Modification Rate for the last three years.
   
   2017: _______
   2018: _______
   2019: _______

2. Use Bidder’s last year’s Cal/OSHA 300 log to fill in the following:

   a. Number of lost workday cases  _____________
   b. Number of medical treatment cases  _____________
   c. Number of fatalities  _____________

3. Employee hours worked last year  _____________

4. State the name of Bidder’s safety engineer/manager or Site Safety Officer:

   __________________________________________

Attach a resume or outline of this individual’s safety and health qualifications and experience.

BIDDER CERTIFIES, UNDER PENALTY OF PERJURY, THAT THE FOREGOING INFORMATION IS CURRENT AND ACCURATE AND AUTHORIZES THE COUNTY OF SONOMA, AND ITS AGENTS AND REPRESENTATIVES TO OBTAIN A CREDIT REPORT AND/OR VERIFY ANY OF THE ABOVE INFORMATION.

________________________________________
SIGNATURE

________________________________________
DATE

END OF DOCUMENT
NOTICE OF INTENT TO AWARD FOR CONSTRUCTION

DATE POSTED:       June __, 2021
PROJECT TITLE:     Mitote Food Park Construction

The CDC Director of the Sonoma County CDC intends to recommend to the Sonoma County CDC Commission awarding construction of the above-referenced Project to [Name of Contractor]. Any bid protest must be submitted in accordance with Document 002113 (Instructions to Bidders).

Director, Sonoma County CDC
By: __________________________
Date: _________________________

END OF DOCUMENT
NOTICE OF AWARD

Dated: [date]

TO: [Name of Contractor]
ADDRESS: [Contractor's Address]

CONTRACT FOR: Mitote Food Park Construction

The Contract Sum of your contract is [dollar amount in words] Dollars ($[#]).
Work awarded includes: Base bid + alternate numbers as identified in Document 004113 (Bid Form) and described in Section 011000 (Summary) of the Contract Documents.

1.1 Copies of the proposed Contract Documents listed below accompany this Notice of Award.

1.2 You must comply with the following conditions by 5:00 p.m. of the 14th Day following the date of this Notice of Award, that is, by January 18th, 2021.
   A. Deliver to CDC four (4) fully executed originals of Document 005213 (Agreement Form - Stipulated Sum). Each copy of Document 005213 (Agreement Form - Stipulated Sum) must bear your original signature on the signature page and your initials on each page.
   B. Deliver to CDC one (1) original of Document 006113.13 (Performance Bond Form), executed by you and your surety.
   C. Deliver to CDC one (1) original of Document 006113.16 (Payment Bond Form), executed by you and your surety.
   D. Deliver to CDC one (1) original set of the insurance certificates with endorsements required under Document 007200 (General Conditions).
   E. Deliver to CDC one (1) original copy of Document 006536 (Warranty Form), executed by you.

1.3 Failure to comply with these conditions within the time specified will entitle CDC to consider your Bid abandoned, to annul this Notice of Award, and to declare your Bid security forfeited.

1.4 After you comply with the conditions in paragraph 1.2 of this Document 005100, CDC will return to you one (1) fully signed original of Document 005213 (Agreement Form - Stipulated Sum) and forward an electronic copy of the Project Manual (including Specifications and Drawings).

1.5 Before you may start any Work at the Site, you must attend a preconstruction conference. The preconstruction conference will be arranged through CDC's representative. Questions regarding bonds and insurance may be directed to [name and telephone number]. All other inquiries regarding the Project should be directed to [name and email address].

SONOMA COUNTY CDC

BY: __________________________
    Executive Director

END OF DOCUMENT

Mitote Food Park Construction
Notice of Award

Project No.: 10-19 005100 - 1
DOCUMENT 005213

AGREEMENT FORM

THIS AGREEMENT, dated [date], is by and between [Name of Contractor], whose place of business is located at [Address] (“Contractor”), and the SONOMA COUNTY CDC, a California Body Politic Public and Private (“CDC”), pursuant to the terms and conditions set forth below.

WHEREAS, the CDC, by its Commission Resolution No. [#], adopted on [date], awarded to Contractor the following Contract.

MITOTE FOOD PARK CONSTRUCTION PROJECT

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and CDC agree as follows:

Article 1. Work

1.1 Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents.

Article 2. Notices to CDC

2.1 CDC has designated Michael Findley, Vice President of Waypoint Consulting, to act as CDC’s Representative(s), who will represent CDC in performing County’s duties and responsibilities and exercising CDC’s rights and authorities in Contract Documents. CDC may change the individual(s) acting as CDC’s Representative(s), or delegate one or more specific functions to one or more specific CDC’s Representatives, including without limitation engineering, architectural, inspection and general administrative functions, at any time with written notice and without liability to Contractor. Each CDC Representative is the beneficiary of all Contractor obligations to CDC, including without limitation, all releases and indemnities.

2.2 All notices or demands to CDC under the Contract Documents shall be to CDC’s Representative at:

1440 Guerneville Road Santa Rosa, CA 95403

or to such other person(s) and address(es) as CDC shall provide to Contractor.

Article 3. Contract Time and Liquidated Damages

3.1 Contract Time.

Contract Time commences on the date established in Document 005500 (Notice to Proceed). CDC reserves the right to modify or alter the Commencement Date of the Work. CDC may give a Notice to Proceed at any time within 60 Days after the Notice of Award. Contractor shall not do any Work at the Site prior to the date on which the Contract Time commences to run. Contractor shall achieve Substantial Completion of the entire Work within 60 Days from the date when the Contract Time commences to run as provided in Document 007200 (General Conditions). Contractor shall complete the Work so that a Final Inspection Report can be issued in accordance with Section 017700 (Closeout Procedures) 180 Days from the date when the Contract Time commences to run as provided in Document 007200 (General Conditions).

3.2 Liquidated Damages.
CDC and Contractor recognize that time is of the essence of this Agreement and that CDC will suffer financial loss (see Paragraph 3.3 below), if all or any part of the Work is not completed within the times specified above, plus any extensions thereof allowed in accordance with the Contract Documents. Consistent with Article 14 of Document 007200 (General Conditions), Contractor and CDC agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of actual damages incurred by CDC because of a delay in completion of all or any part of the Work. Accordingly, CDC and Contractor agree that as liquidated damages for delay Contractor shall pay CDC:

3.2.1 $100 for each Day that expires after the time specified herein for Contractor to achieve Substantial Completion of the entire Work, until achieved.
3.2.2 $100 for each Day that expires after the time specified herein for Contractor to achieve Final Inspection Report of the entire Work, until achieved.

These measures of liquidated damages shall apply cumulatively and except as provided below, shall be presumed to be the damages suffered by CDC resulting from delay in completion of the Work.

3.3 Liquidated damages for delay shall only cover project administrative (such as Project management and consultant expenses) and cost damages suffered by CDC as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from CDC (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof.

Article 4. Contract Sum

4.1 CDC shall pay Contractor the Contract Sum for completion of Work in accordance with Contract Documents as follows:

<table>
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<tr>
<th>TOTAL CONTRACT SUM</th>
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Article 5. Contractor’s Representations

In order to induce CDC to enter into this Agreement, Contractor makes the following representations and warranties:

5.1 Contractor has visited the Site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions, and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.

5.2 Contractor has examined thoroughly and understood all reports of exploration and tests of subsurface conditions, as-built drawings, drawings, products specifications or reports, available for Bidding purposes, of physical conditions, including Underground Facilities, which are identified in Document 003119 (Existing Condition Information), or which may appear in the Drawings. Contractor accepts the determination set forth in these Documents and Document 007200 (General Conditions) of the limited extent of the information contained in such materials upon which Contractor may be entitled to rely. Contractor agrees that, except
for the information so identified, Contractor does not and shall not rely on any other information contained in such reports and drawings.

5.3 Contractor has conducted or obtained and has understood all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Section 5.2 of this Document 005213) that pertain to the subsurface conditions, as-built conditions, Underground Facilities and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance or furnishing of Work, as Contractor considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Document 007200 (General Conditions); and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.

5.4 Contractor has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

5.5 Contractor has given CDC prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and as-built drawings and actual conditions and the written resolution thereof through Addenda issued by CDC is acceptable to Contractor.

5.6 Contractor is duly organized, existing and in good standing under applicable state law, and is duly qualified to conduct business in the State of California.

5.7 Contractor has duly authorized the execution, delivery and performance of this Agreement, the other Contract Documents and the Work to be performed herein. The Contract Documents do not violate or create a default under any instrument, agreement, order or decree binding on Contractor.

5.8 Contractor has listed the following Subcontractors pursuant to the Subcontractor Listing Law, California Public Contract Code §4100 et seq.:

<table>
<thead>
<tr>
<th>Name of Subcontractor and Location of Mill or Shop</th>
<th>Description of Work: Reference To Bid Items</th>
<th>Subcontractor’s License No.</th>
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Mitote Food Park
Construction

Agreement Form

Contractor Initials
005213-3
5.9 Contractor has designated [NAME], Project Manager, to act as Contractor’s Representative(s), who will represent Contractor in performing Contractor’s duties and responsibilities and exercising Contractor’s rights and authorities in Contract Documents. Contractor has also designated [NAME], Superintendent, to act as Contractor’s Superintendent. Contractor may change the individual(s) acting as Contractor’s Representative(s), or delegate one or more specific functions to one or more specific Contractor’s Representatives, at any time upon prior written notice and approval and without liability to CDC, but Contractor is limited to two representatives.

Article 6. Contract Documents

6.1 Contract Documents consist of the following documents, including all changes, Addenda, and Modifications thereto:

- Document 005100 Notice of Award
- Document 005213 Agreement Form
- Document 005500 Notice to Proceed
- Document 006113 Performance Bond Form
- Document 006113.16 Payment Bond Form
- Document 006400 Affidavit of Release of Liens Form
- Document 006536 Warranty Form
- Document 006700 Escrow Bid Documents (Optional)
- Document 006800 Escrow Agreement for Security Deposits in Lieu of Retention
- Document 007200 General Conditions
- Document 007300 Supplementary Conditions
- Document 007316 Insurance Requirements
- Document 007373 Statutory Requirements - Apprenticeship Program
- Document 009100 Addenda
- Specifications Drawings listed as listed in the Table of Contents
- Drawings listed in Project No. 19 - 1001 - 1

6.2 There are no Contract Documents other than those listed in this Document 005213, Article 6. Document 003119 (Existing Condition Information), Document 003126 (Existing Hazardous Materials Information), and the information supplied through these documents, are not Contract Documents. The Contract Documents may only be amended, modified or supplemented as provided in Document 007200 (General Conditions).

Article 7. Miscellaneous

7.1 Terms and abbreviations used in this Agreement are defined in Document 007200 (General Conditions) and Section 014200 (References) and will have the meaning indicated therein.

7.2 It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of CDC or acting as an employee, agent, or representative of CDC, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of the CDC is limited and

Mitote Food Park
Construction

Agreement Form

Contractor Initials 005213- 4
confined to such liability as authorized or imposed by the Contract Documents or applicable law.

7.3 Contractor shall not assign any portion of the Contract Documents, and may subcontract portions of the Contract Documents only in compliance with the Subcontractor Listing Law, California Public Contract Code §4100 et seq.

7.4 The Contract Sum includes all allowances (if any).

7.5 In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time CDC tenders final payment to Contractor, without further acknowledgment by the parties.

7.6 Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at the CDC’s Headquarters, and shall be made available to any interested party on request.

7.7 Pursuant to Section 1861 of the Labor Code, Contractor represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.

7.8 Should any part, term or provision of this Agreement or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, legality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).

7.9 This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Sonoma, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in Sonoma County. Both parties hereby waive their rights under California Code of Civil Procedure Section 394 to file a motion to transfer any action or proceeding arising out of the Contract Documents to another venue.

7.10 Contractor accepts the claims procedure established by Article 12 of Document 007200 (General Conditions), as established under Section 930.2 of the California Government Code.
IN WITNESS WHEREOF the parties have executed this Agreement in duplicate the day and year first above written.

SONOMA COUNTY CDC:  

Executive Director 

Reviewed as to form for CDC: 

General Counsel 

Federal ID #: ________________________________

By: ________________________________ 
[Signature] 

Date: ________________

Title: ________________________________ 
[Please print name here] 
[If Corporation: Chairman, President, or Vice President]

By: ________________________________ 
[Signature] 

Date: ________________

Title: ________________________________ 
[Please print name here] 
[If Corporation: Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer]

CONTRACTOR: 

[Contractor's name and title of signatory] 

By: ________________________________ 
[Signature] 

Date: ________________ 

Title: ________________________________ 

END OF DOCUMENT
NOTICE TO PROCEED

Dated: [date]
To: [Name of Contractor]
Address: [Contractor’s Address]

CONTRACT FOR: CONTRACT NUMBER [#] MITOTE FOOD PARK CONSTRUCTION

You are notified that the Contract Time under the above Contract will commence to run on [date] (Commencement Date). On that date, you are to start performing your obligations with respect to Work at the Site under the Contract Documents. In accordance with Article 3 of Document 005213 (Agreement Form), the date of Substantial Completion is [date], and the date of Final Completion is [date].

Before you may start any Work at the Site, you must:

1. Submit certified Safety Program and related information, Section 015400 (Site Security and Safety).
2. Submit copies of applicable permits, Section 011000 (Summary).
3. Submit approved fire protection plan, if applicable, Section 015400 (Site Security and Safety).
4. Submit copy of Storm Water Pollution Prevention Plan (SWPPP), if applicable, Section 011000 (Summary).

SONOMA COUNTY CDC
A California Body Politic, Public and Private

By: 

Its: Special Projects Director

END OF DOCUMENT
PERFORMANCE BOND FORM

THIS CONSTRUCTION PERFORMANCE BOND ("Bond") is dated [date], is in the penal sum of [$ amount] [which is one hundred percent of the Contract Sum], and is entered into by and between the parties listed below to ensure the faithful performance of the Construction Contract listed below. This Bond consists of this page and the Bond Terms and Conditions, paragraphs 1 through 12, attached to this page. Any singular reference to [name of Contractor] (“Contractor”), [name of Surety] (“Surety”), the Sonoma County CDC (“CDC”), or other party shall be considered plural where applicable.

CONTRACTOR: SURETY:

Name: __________________________ Name: __________________________

Address: __________________________ Principal Place of Business: __________________________

CONSTRUCTION CONTRACT:

ROELAND CDC RENOVATION
CONTRACT NUMBER [#]

at 470 Sebastopol Road, Santa Rosa, California;

DATED __________________________, 20 ___, in the Amount of $ __________________________ (the “Penal Sum”)

CONTRACTOR AS PRINCIPAL SURETY

Company: __________________________ Company: __________________________

(Corp. Seal) (Corp. Seal)

Signature: __________________________ Signature: __________________________

Name and Title: __________________________ Name and Title: __________________________

BOND TERMS AND CONDITIONS

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to CDC for the complete and proper performance of the Construction Contract, which is incorporated herein by reference.

2. If Contractor completely and properly performs all of its obligations under the Construction Contract, Surety and Contractor shall have no obligation under this Bond.

3. If there is no CDC Default, Surety’s obligation under this Bond shall arise after:

   3.1 CDC has declared a Contractor Default under the Construction Contract pursuant to the terms of the Construction Contract; and

   3.2 CDC has agreed to pay the Balance of the Contract Sum:

       3.2.1 To Surety in accordance with the terms of this Bond and the Construction Contract; or

       3.2.2 To a contractor selected to perform the Construction Contract in accordance with
the terms of this Bond and the Construction Contract.

4. When CDC has satisfied the conditions of paragraph 3, Surety shall promptly (within 30 Days) and at Surety’s expense elect to take one of the following actions:

4.1 Arrive for Contractor, with consent of CDC, to perform and complete the Construction Contract (but CDC may withhold consent, in which case the Surety must elect an option described in paragraphs 4.2, 4.3 or 4.4, below); or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; provided, that Surety may not select Contractor as its agent or independent contractor without CDC’s consent; or

4.3 Undertake to perform and complete the Construction Contract by obtaining bids from qualified contractors acceptable to CDC for a contract for performance and completion of the Construction Contract and, upon determination by CDC of the lowest responsive and responsible Bidder, arrange for a contract to be prepared for execution by CDC and the contractor selected with CDC’s concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract; and, if Surety's obligations defined in paragraph 6, below, exceed the Balance of the Contract Sum, then Surety shall pay to CDC the amount of such excess; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances and, after investigation and consultation with CDC, determine in good faith its monetary obligation to CDC under paragraph 6, below, for the performance and completion of the Construction Contract and, as soon as practicable after the amount is determined, tender payment therefore to CDC with full explanation of the payment's calculation. If CDC accepts Surety’s tender under this paragraph 4.4, CDC may still hold Surety liable for future damages then unknown or unliquidated resulting from Contractor Default. If CDC disputes the amount of Surety’s tender under this paragraph 4.4, CDC may exercise all remedies available to it at law to enforce Surety’s liability under paragraph 6, below.

5. If Surety does not proceed as provided in paragraph 4, above, then Surety shall be deemed to be in default on this Bond ten Days after receipt of an additional written notice from CDC to Surety demanding that Surety perform its obligations under this Bond. At all times CDC shall be entitled to enforce any remedy available to CDC at law or under the Construction Contract including, without limitation, and by way of example only, rights to perform work, protect Work, mitigate damages, advance critical Work to mitigate schedule delay, or coordinate Work with other consultants or contractors.

6. Surety’s monetary obligation under this Bond is limited by the amount of this Bond identified herein as the Penal Sum. This monetary obligation shall augment the Balance of the Contract Sum. Subject to these limits, Surety’s obligations under this Bond are commensurate with the obligations of Contractor under the Construction Contract. Surety's obligations shall include, but are not limited to:

6.1 The responsibilities of Contractor under the Construction Contract for completion of the Construction Contract and correction of Defective Work;

6.2 The responsibilities of Contractor under the Construction Contract to pay liquidated damages, and for damages for which no liquidated damages are specified in the Construction Contract, actual damages caused by non-performance of the Construction Contract including, but not limited to, all valid and proper back charges, offsets,
payments, indemnities, or other damages;

6.3 Additional legal, design professional and delay costs resulting from Contractor Default or resulting from the actions or failure to act of the Surety under paragraph 4, above (but excluding attorney’s fees incurred to enforce this Bond).

7. No right of action shall accrue on this Bond to any person or entity other than CDC or its successors or assigns.

8. Surety hereby waives notice of any change, alteration or addition to the Construction Contract or to related subcontracts, purchase orders and other obligations, including changes of time. Surety consents to all terms of the Construction Contract, including provisions on changes to the Contract. No extension of time, change, alteration, Modification, deletion, or addition to the Contract Documents, or of the Work required thereunder, shall release or exonerate Surety on this Bond or in any way affect the obligations of Surety on this Bond, unless such change, alteration, Modification, deletion or addition is a cardinal change.

9. Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction where a proceeding is pending between CDC and Contractor regarding the Construction Contract, or in the courts of the County of Sonoma, or in a court of competent jurisdiction in the location in which the Work is located. Communications from CDC to Surety under paragraph 3.1 of this Bond shall be deemed to include the necessary agreements under paragraph 3.2 of this Bond unless expressly stated otherwise.

10. All notices to Surety or Contractor shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to CDC shall be mailed or delivered as provided in Document 005213 (Agreement Form). Actual receipt of notice by Surety, CDC or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.

11. Any provision in this Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein.

12. Definitions.

12.1 Balance of the Contract Sum: The total amount payable by CDC to Contractor pursuant to the terms of the Construction Contract after all proper adjustments have been made under the Construction Contract, for example, deductions for progress payments made, and increases/decreases for approved Modifications to the Construction Contract.

12.2 Construction Contract: The agreement between CDC and Contractor identified on the signature page of this Bond, including all Contract Documents and changes thereto.

12.3 Contractor Default: Material failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract including, but not limited to, “default” or any other condition allowing a termination for cause as provided in Document 007200 (General Conditions).

12.4 CDC Default: Material failure of CDC, which has neither been remedied nor waived, to pay Contractor progress payments due under the Construction Contract or to perform other material terms of the Construction Contract, if such failure is the cause of the asserted Contractor Default and is sufficient to justify Contractor termination of the Construction Contract.
THIS CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND ("Bond") is dated [date], is in the penal sum of [# that is 100% of contract sum] and is entered into by and between the parties listed below to ensure the payment of claimants under the Construction Contract listed below. This Bond consists of this page and the Bond Terms and Conditions, paragraphs 1 through 13, attached to this page. Any singular reference to [name of Contractor] ("Contractor"), [name of Surety] ("Surety"), the Sonoma County CDC, a California Body Politic, Public and Private ("CDC") or other party shall be considered plural where applicable.

CONTRACTOR:

Name

Address

City/State/Zip

SURETY:

Name

Principal Place of Business

City/State/Zip

CONSTRUCTION CONTRACT:

MITOTE FOOD PARK
CONSTRUCTION CONTRACT
NUMBER # [#]

at 470 Sebastopol Road, Santa Rosa, California;

DATED ________________, 20__, in the Amount of $ __________________ (the "Penal Sum")

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature: __________________________

Name and Title: ______________________

SURETY

Company: (Corp. Seal)

Signature: __________________________

Name and Title: ______________________

BOND TERMS AND CONDITIONS

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to CDC and to Claimants, to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2. With respect to CDC, this obligation shall be null and void if Contractor:

   2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants; and

   2.2 Defends, indemnifies and holds harmless CDC from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided CDC has promptly notified Contractor and Surety (at the address set forth on the signature page of this Bond) of any claims, demands, liens or suits and tendered defense of such claims, demands,
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly through its Subcontractors, for all sums due Claimants. If Contractor or its Subcontractors, however, fail to pay any of the persons named in Section 9100 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to Work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Contractor or Subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such Work and labor, then Surety shall pay for the same, and also, in case suit is brought upon this Bond, a reasonable attorney's fee, to be fixed by the court.

4. Consistent with the California Mechanic’s Lien Law, Civil Code § 8000, et seq., Surety shall have no obligation to Claimants under this Bond unless the Claimant has satisfied all applicable notice requirements.

5. Surety’s total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety under this Bond.

6. Amounts due Contractor under the Construction Contract shall be applied first to satisfy claims, if any, under any Construction Performance Bond and second, to satisfy obligations of Contractor and Surety under this Bond.

7. CDC shall not be liable for payment of any costs, expenses, or attorney’s fees of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

8. Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations. Surety further hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Construction Contract, or to the Work to be performed there under, or materials or equipment to be furnished there under or the Specifications accompanying the same, shall in any way affect its obligations under this Bond, and it does hereby waive any requirement of notice or any such change, extension of time, alteration or addition to the terms of the Construction Contract or to the Work or to the Specifications or any other changes.

9. This Bond shall inure to the benefit of the Claimants. Suit against Surety on this Bond may be brought by any Claimant, or its assigns, at any time after the Claimant has furnished the last of the labor or materials, or both, but, per Civil Code § 9558, must be commenced before the expiration of six months after the period in which stop notices may be filed as provided in Civil Code § 9356.

10. All notices to Surety or Contractor shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to CDC shall be mailed or delivered as provided in Document 005213 (Agreement Form). Actual receipt of notice by Surety, CDC or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.

11. This Bond has been furnished to comply with the California Mechanic’s Lien Law including, but not limited to, Civil Code §§ 9550 et seq. Any provision in this Bond conflicting with said statutory requirements shall be deemed deleted, and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Upon request by any person or entity appearing to be a potential beneficiary of this Bond,
Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.


13.1.1 Claimant: An individual or entity having a direct contract with Contractor or with a Subcontractor of Contractor to furnish labor, materials or equipment for use in the performance of the Contract, as further defined in California Civil Code § 9100. The intent of this Bond shall be to include without limitation in the terms “labor, materials or equipment” that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor’s Subcontractors, and all other items for which a stop notice might be asserted. The term Claimant shall also include the Employment Development Department as referred to in Civil Code § 9554 (b).

13.1.2 Construction Contract: The agreement between CDC and Contractor identified on the signature page of this Bond, including all Contract Documents and changes thereto.

13.1.3 CDC Default: Material failure of CDC, which has neither been remedied nor waived, to pay Contractor as required by the Construction Contract, provided that failure is the cause of the failure of Contractor to pay the Claimants and is sufficient to justify termination of the Construction Contract.

END OF DOCUMENT
THIS AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS ("Agreement and Release"), made and entered into on [date], by and between the Sonoma County CDC, a California Body Politic, Public and Private ("CDC"), and [name of Contractor] ("Contractor"), whose place of business is at [address of Contractor].

RECITALS

A. CDC and Contractor entered into Contract Number [#] (the "Contract").

B. The Work under the Contract has been completed.

Now, therefore, it is mutually agreed between CDC and Contractor as follows:

AGREEMENT

1. Contractor will not be assessed liquidated damages except as detailed below:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Sum</td>
<td>$</td>
</tr>
<tr>
<td>Modified Contract Sum</td>
<td>$</td>
</tr>
<tr>
<td>Payment to Date</td>
<td>$</td>
</tr>
<tr>
<td>Liquidated Damages</td>
<td>$</td>
</tr>
<tr>
<td>Payment Due Contractor</td>
<td>$</td>
</tr>
</tbody>
</table>

2. Subject to the provisions of this Agreement and Release, CDC will forthwith pay to Contractor the sum of [# in words] Dollars and [# in words] Cents ($[#]) under the Contract, less any amounts withheld under the Contract or represented by any Notice to Withhold Funds on file with CDC as of the date of such payment.

3. Contractor acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against CDC arising from the Contract, except for the claims described in paragraph 4 of this Document 006400. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Contractor against CDC, and all of its agents, employees, consultants, inspectors, representatives, assignees and transferees, except for the Disputed Claims set forth in paragraph 4 of this Document 006400. Nothing in this Agreement and Release shall limit or modify Contractor’s continuing obligations described in paragraph 6 of this Document 006400.

4. The following claims submitted under Document 007200 (General Conditions), Article 12, are disputed (hereinafter, the "Disputed Claims") and are specifically excluded from the operation of this Agreement and Release:

<table>
<thead>
<tr>
<th>Claim No.</th>
<th>Date Submitted</th>
<th>Description of Claim</th>
<th>Amount of Claim</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>[Insert information, including attachment if necessary]</td>
<td></td>
</tr>
</tbody>
</table>
5. Consistent with California Public Contract Code Section 7100, Contractor hereby agrees that, in consideration of the payment set forth in paragraph 2 of this Document 006400, Contractor hereby releases and forever discharges CDC, and all of its agents, employees, consultants, inspectors, assignees and transferees from any and all liability, claims, demands, actions or causes of action of whatever kind or nature arising out of or in any way concerned with the Work under the Contract.

6. Guarantees and warranties for the Work, and any other continuing obligation of Contractor, shall remain in full force and effect as specified in the Contract Documents.

7. Contractor shall immediately defend, indemnify and hold harmless CDC, any of CDC’s Representatives, and all of their agents, employees, consultants, inspectors, assignees and transferees, from any and all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities that may be asserted against them by any of Contractor’s suppliers and/or Subcontractors of any tier and/or any suppliers to them for any and all labor, materials, supplies and equipment used, or contemplated to be used in the performance of the Contract, except for the Disputed Claims set forth in paragraph 4 of this Document 006400.

8. Contractor hereby waives the provisions of California Civil Code Section 1542, which provide as follows:

   A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM, MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR

9. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable, and if any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal or other law, ruling, or regulation, then such provision, or part thereof shall remain in force and effect only to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.

10. Contractor represents and warrants that it is the true and lawful owner of all claims and other matters released pursuant to this Agreement and Release, and that it has full right, title and authority to enter into this instrument. Each party represents and warrants that it has been represented by counsel of its own choosing in connection with this Agreement and Release.

11. All rights of CDC shall survive completion of the Work or termination of the Contract, and execution of this Agreement and Release.
SONOMA COUNTY CDC,
A Body Politic, Public and Private

By: _____________________________  Dated: _____________________________

[CONTRACTOR’s Name]

By: _____________________________  Dated: _____________________________
Name: ___________________________
Title: ____________________________

By: _____________________________  Dated: _____________________________
Name: ___________________________
Title: ____________________________

REVIEWED AS TO FORM:

CDC General Counsel

______________________________, 20__

END OF DOCUMENT
DOCUMENT 006536

WARRANTY FORM

TO THE SONOMA COUNTY CDC, for construction of

MITOTE FOOD PARK CONSTRUCTION

at 665 Sebastopol Road, Santa Rosa, California.

The undersigned Contractor hereby guarantees all construction performed on this Project and also guarantees all material and equipment incorporated therein.

Contractor hereby grants to the Sonoma County CDC ("CDC") for a period of [# of years in words]([#]) years following the date of Substantial Completion of the Work, or such longer period specified in the Contract Documents ("Guaranty Period"), its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers in connection with the Work.

Neither final payment nor use or occupancy of the Work performed by Contractor shall constitute an acceptance of Work not done in accordance with the Contract Documents or relieve Contractor of liability in respect to any express guarantees, warranties or responsibilities for faulty materials or workmanship. Contractor shall remedy any defects in the Work and pay for any damage resulting therefrom which shall appear within the Guaranty Period.

If at any time during the Guaranty Period any Work is found to be Defective, Contractor shall promptly (preferably within 48 hours of notification by CDC, but no later than 5 days following notification by CDC), without cost to CDC and in accordance with CDC’s written instructions, correct such Defective Work. Contractor shall remove any Defective Work identified by CDC and replace it with Work that is not Defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, CDC may have the Defective Work corrected or the rejected Work removed and replaced. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement.

Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, CDC shall have all rights and remedies granted by law.

Inspection of the Work shall not relieve Contractor of any of its obligations under the Contract Documents. Even though equipment, materials, or Work required to be provided under the Contract Documents have been inspected, accepted, and estimated for payment, Contractor shall, at its own expense, replace or repair any such equipment, material, or Work found to be Defective or otherwise not to comply with the requirements of the Contract Documents up to the end of the Guaranty Period.

This Guaranty is in addition to any other warranties of Contractor contained in the Contract Documents, and not in lieu of, any and all other liability imposed on Contractor under the Contract Documents and at law with respect to Contractor’s duties, obligations, and performance under the Contract Documents. In the event of any conflict or inconsistency between the terms of this Guaranty and any warranty or obligation of Contractor under the Contract Documents or at law, such inconsistency or conflict shall be resolved in favor of the higher level of obligation of Contractor.
All abbreviations and undefined terms used in this Guaranty shall have the meanings set forth in the Contract Documents, including, without limitation, Document 007200 (General Conditions) and Section 014200 (References).

[Contractor's name]

By: ____________________________________________

[Signature]

[Please print name here]

Title: ____________________________________________

Business Address: ____________________________________________

__________________________________________

Date: ____________________________________________

END OF DOCUMENT
1.1 REQUIREMENTS FOR ESCROW BID DOCUMENTS.
A. Within the time period established in Document 002113 (Instructions to Bidders), Contractor shall submit to CDC a set of Escrow Bid Documents as defined in paragraph 2 below. Escrow Bid Documents will be used only in the manner and for the purposes described in this Document 006700.
B. The submission of the Escrow Bid Documents, as with the bonds and insurance documents required under Document 002113 (Instructions to Bidders), is considered an essential part of the Contract award. Should Contractor fail to make the submission within the allowed time specified, Contractor may be deemed to have failed to enter into the Contract, Contractor shall forfeit the amount of its Bid security accompanying Contractor’s Bid, and CDC may award the Contract to the next lowest responsive responsible Bidder.
C. NO PAYMENTS WILL BE MADE, NOR WILL CDC ACCEPT CHANGE ORDER REQUESTS UNTIL THE ABOVE-REQUIRED INFORMATION IS SUBMITTED AND APPROVED. ALTERNATIVELY, CDC MAY DECLARE THE BID NON- RESPONSIVE.
D. Contractor shall submit the Escrow Bid Documents, in person by an authorized representative of Contractor, to:
   Paul Osmundson
   Special Projects Director
   Sonoma County Community Development Commission
   1440 Guerneville Road
   Santa Rosa, CA 95403
   (707) 565-7500 – Main Office

1.2 SCOPE OF ESCROW BID DOCUMENTS.
A. Within the time period specified in Document 002113 (Instructions to Bidders), Contractor shall submit one copy of all documentary information received or generated by Contractor in preparation of Bid prices for the Contract Documents, as specified in paragraphs 5 and 6 of this Document 006700. This material is referred to in this Document 006700 as the “Escrow Bid Documents.” Contractor’s Escrow Bid Documents will be held in escrow as provided in this Document 006700.
B. Contractor represents and agrees, as a condition of award of the Contract, that the Escrow Bid Documents constitute all written information used in the preparation of its Bid, and that no other written Bid preparation information shall be considered in resolving disputes or claims or may be considered in legal proceedings. Contractor also agrees that nothing in the Escrow Bid Documents shall change or modify the terms or conditions of the Contract Documents. Contractor is advised that the Escrow Bid Documents will only be used as a guide in the resolution of disputes and claims.

1.3 OWNERSHIP OF ESCROW BID DOCUMENTS.
A. The Escrow Bid Documents are, and shall always remain, the property of Contractor, subject to joint review by CDC and Contractor, as provided in this Document 006700.
B. CDC stipulates and expressly acknowledges that the Escrow Bid Documents constitute trade secrets. This acknowledgement is based on CDC’s express understanding that the information contained in the Escrow Bid Documents is not known outside Contractor’s business, is known only to a limited extent and only by a limited number of Contractor’s Employees, is safeguarded while in Contractor’s possession, is extremely valuable to Contractor and could be extremely valuable to Contractor’s competitors by virtue of it.
reflecting Contractor’s contemplated construction techniques. CDC further acknowledges that the Escrow Bid Documents and the information contained in them are made available to CDC only because such action is an express pre-requisite to award of the Contract. CDC agrees to safeguard the Escrow Bid Documents, and all information contained in them, against disclosure to the fullest extent permitted by law, consistent with paragraph 4 of this Document 006700.

1.4 Escrow bid documents may be used in the determination of price adjustments and change orders and in the settlement of disputes and claims. If used in legal proceedings, escrow bid documents shall be subject to an appropriate protective order limiting their disclosure.

1.5 FORMAT AND CONTENTS OF ESCROW BID DOCUMENTS.
A. Contractor may submit Escrow Bid Documents in their usual cost-estimating format; a standard format is not required. Contractor shall prepare and submit the Escrow Bid Documents in English.
B. CDC requires Contractor to itemize clearly in the Escrow Bid Documents the estimated costs of performing the Work of each Bid item contained in Contractor’s Bid. Contractor shall separate Bid items into sub-items as required to present a detailed cost estimate and allow a detailed cost review. The Escrow Bid Documents shall include all Subcontractor bids or quotes, supplier bids or quotes, quantity take-offs, crews, equipment, calculations of rates of production and progress, copies of quotes from Subcontractors and suppliers, and memoranda, narratives, add/deduct sheets, and all other information used by Contractor to arrive at the prices contained in the Bid. Escrow Bid Documents shall include costs of scheduled maintenance, depreciation, fleet rental expense discounts and incentives, and similar cost adjustments if used by Contractor to calculate its Bid prices. Estimated costs shall be broken down into Contractor’s usual estimate categories such as direct labor, repair labor, equipment ownership and operation, expendable materials, permanent materials and subcontract costs as appropriate. Plant and equipment and indirect costs should be detailed in Contractor’s usual format. Contractor shall identify its allocation of indirect costs, contingencies, markup and other items to each Bid item.
C. Contractor shall identify all costs. For Bid items amounting to less than $10,000, Contractor may estimate costs without a detailed cost estimate, provided that Contractor includes applicable labor, equipment, materials and subcontracts, and allocates applicable indirect costs, contingencies and markup.
D. Bid documents provided by CDC should not be included in the Escrow Bid Documents unless needed to comply with these requirements.

1.6 SUBMITTAL OF ESCROW BID DOCUMENTS.
A. Submit Escrow Bid Documents in a container clearly marked on the outside with Contractor’s name, date of submittal, Project name and the words “Escrow Bid Documents - Open only in the presence of Authorized Representatives of both CDC and Contractor.” CDC will review the Escrow Bid Documents for initial compliance. CDC has three Days after receipt of Bidder’s Escrow Bid Documents to demand additional information.
B. By submitting Escrow Bid Documents, Contractor represents that the material in the Escrow Bid Documents constitutes all the documentary information used in preparation of the Bid and that Contractor has personally examined the contents of the Escrow Bid Documents container and has found that the documents in the container are complete. Contractor agrees that it will not introduce or rely on any other documents to prove how it prepared its Bid.
C. If Contractor’s Bid is based upon subcontracting any part of the Work, each Subcontractor whose total subcontract price exceeds five percent of the total Contract Sum proposed by Contractor, shall provide separate Escrow Documents to be included with those of Contractor. Such documents shall be opened and examined in the same manner and at the same time as the examination described above for Contractor.
D. If Contractor wishes to subcontract any portion of the Work after award, CDC retains the right to require Contractor to submit Escrow Documents for the Subcontractor before approval of the subcontract.

1.7 STORAGE, EXAMINATION, AND FINAL DISPOSITION OF ESCROW BID DOCUMENTS.
A. The Escrow Bid Documents will be placed in escrow until Final Completion of Work on the Project, in a mutually agreeable institution. Contractor shall pay the cost of storage for the Escrow Bid Documents until that time. The storage facilities shall be the appropriate size for all the Escrow Bid Documents and located conveniently to both CDC’s and, to the extent reasonably possible, Contractor’s offices, but in no event outside the CDC of Sonoma.
B. Both CDC and Contractor shall examine the Escrow Bid Documents, at any time deemed necessary by either CDC or Contractor, to assist in the negotiation of price adjustments and Change Orders or the settlement of disputes and claims. Examination of the Escrow Bid Documents is subject to the following conditions:
1) As trade secrets, the Escrow Bid Documents are proprietary and confidential under paragraph 3.B. of this Document 006700.
2) CDC and Contractor (and any Subcontractor, to the extent Escrow Bid Documents are required by a Subcontractor) shall each designate in writing to the other party(s) at least seven (7) days prior to any examination, representatives who are authorized to examine the Escrow Bid Documents. Except as otherwise provided in a court order, no other persons shall have access to the Escrow Documents.
3) Except as otherwise provided in a court order, access to the documents may take place only in the presence of duly designated representatives of both CDC and Contractor. If Contractor fails to designate a representative or appear for joint examination on seven Days’ notice, then CDC’s Representative may examine the Escrow Bid Documents upon an additional three Days’ notice.
4) Following Final Completion of Work on the Project and achievement of final settlement, CDC shall direct the escrow agent holding the Escrow Bid Documents in writing to return those documents to Contractor.

END OF DOCUMENT
THIS ESCROW AGREEMENT ("Escrow Agreement") is made and entered into this [date] day of [month], [year], by and between the following: the SONOMA CDC, a California Body Politic, Public and Private (hereinafter called the "CDC"), whose address is 6135 State Farm Drive, Rohnert Park, CA 94928; [name of Contractor] ("Contractor"), whose place of business is located at [Contractor’s Address]; and [name of Bank] ("Escrow Agent"), a state or federally chartered bank in the State of California, whose place of business is located at [name of Bank].

For the consideration hereinafter set forth, CDC, Contractor, and Escrow Agent agree as follows:

1. Pursuant to Section 22300 of 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 CDC pursuant to Contract Number [ # ] entered into between CDC and Contractor for the Mitote Food Park Construction in the amount of [Contract Sum] dated [Date of Contract] (the "Contract"). Alternatively, on written request of Contractor, CDC shall make payments of the retention earnings directly to Escrow Agent. When Contractor deposits the securities as a substitute for Contract earnings, Escrow Agent shall notify CDC within ten (10) days of the deposit. The market value of the securities at the time of substitution shall be at least equal to the cash amount then required to be withheld as retention under terms of Contract between CDC and Contractor. Securities shall be held in name of _, and shall designate Contractor as the beneficial owner.

2. CDC shall make progress payments to Contractor for those funds which otherwise would be withheld from progress payments pursuant to Contract provisions, provided that Escrow Agent holds securities in form and amount specified in paragraph 1 of this Document 006800.

3. When CDC makes payment(s) of retention earned directly to Escrow Agent, Escrow Agent shall hold said payment(s) for the benefit of Contractor until the time that the escrow created under this Escrow Agreement is terminated. Contractor may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when CDC pays 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 CDC. Such expenses and payment terms shall be determined by CDC, Contractor, and Escrow Agent.

5. Interest earned on securities or money market accounts held in escrow and all interest earned on that interest shall be for sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to CDC.

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 CDC to Escrow Agent that CDC consents to withdrawal of amount sought to be withdrawn by Contractor.

7. CDC shall have the right to draw upon the securities in event of default by Contractor. Upon seven Days written notice to Escrow Agent from CDC of the default, Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by CDC.
8. Upon receipt of written notification from CDC certifying that the Contract is final and complete, and that Contractor has complied 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 offees and charges.

9. Escrow Agent shall rely on written notifications from CDC and Contractor pursuant to paragraphs 5 through 8, inclusive, of this Document 006800, and CDC and Contractor shall hold Escrow Agent harmless from Escrow Agent’s release and disbursement of securities and interest as set forth.

10. Names of persons who are authorized to give written notice or to receive written notice on behalf of CDC and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

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<tr>
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<th>On behalf of Contractor:</th>
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<th>On behalf of Escrow Agent:</th>
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<td>Address</td>
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At the time the Escrow Account is opened, CDC and Contractor shall deliver to Escrow Agent a fully executed counterpart of this Document 006800.

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

CDC

________________________________________

Title

________________________________________

Name

________________________________________

Signature

Contractor

________________________________________

Title

________________________________________

Name

________________________________________

Signature

Escrow Agent

________________________________________

Title

________________________________________

Name

________________________________________

Signature

REVIEWED AS TO FORM:

CDC General Counsel

________________________________________

Date

END OF DOCUMENT
# GENERAL CONDITIONS

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GENERAL CONDITIONS

1

INTERPRETATION OF CONTRACT

1.1 Defined Terms

1.1.A. All abbreviations and definitions of terms used and not otherwise defined in this Document 007200 are set forth in Section 014200 (References). This Document 007200 subdivides at first level into Articles, and then into paragraphs.

1.2 Contract Documents

1.2.A. Contract Documents are complementary; what is called for by one is as binding as if called for by all. Contract Documents shall not be construed to create a contractual relationship of any kind between (i) Architect, Engineer or any CDC’s Representative and Contractor; (ii) CDC and/or its representatives and a Subcontractor, subcontractor, or supplier of any Project labor, materials, equipment; or (iii) between any persons or entities other than CDC and Contractor.

1.3 Precedence Of Documents

1.3.A. In the case of discrepancy or ambiguity in the Contract Documents, the following order of precedence shall prevail:

1.3.B. Modifications in inverse chronological order (i.e., most recent first), and in the same order as specific portions they are modifying;

1.3.C. Document 005213 (Agreement Form - Stipulated Sum), and terms and conditions referenced therein;

1.3.D. Supplementary Conditions;

1.3.E. General Conditions;

1.3.F. Division 1 Specifications;

1.3.G. Drawings and Division 1 through 49 Specifications;

1.3.H. Written numbers over figures, unless obviously incorrect (i.e. [six] over [6]);

1.3.I. Figured dimensions over scaled dimensions;

1.3.J. Large-scale Drawings over small-scale Drawings.

1.3.K. Any conflict between Drawings and Division 1 through 49 Specifications will be resolved in favor of the document of the latest date (i.e., the most recent document), and if the dates are the same or not determinable, then in favor of Specifications.

1.3.L. Any conflict between a bill or list of materials shown in the Contract Documents and the actual quantities required to complete Work required by Contract Documents, will be resolved in favor of the actual quantities.

2

BID PERIOD INVESTIGATIONS AND SUBCONTRACTING

2.1 Investigation Prior To Bidding

2.1.A. Prior to bidding, Contractor must investigate fully the Work of the Contract. Contractor must visit the Site, examine thoroughly and understand fully the nature and extent of the Contract Documents, Work, Site, locality, actual conditions and as-built conditions, and all other information made available for bidding. Contractor’s investigation shall include, but is not limited to, a thorough examination of all reports of exploration and tests of subsurface conditions, as-built drawings, drawings, product specification(s) or reports, available for Bidding purposes, of physical conditions, including Underground Facilities and information identified in Document 003119 (Existing Condition Information) and/or Document 003126 (Existing Hazardous Materials Information) (if used), or which may appear in the Contract Documents, and all local conditions, and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor shall completely and thoroughly correlate all such information and consider such information fully, prior to and as a condition of submitting its Bid. Contractor shall make inquiry as required in Document 003119 (Existing Condition Information).
2.1.B. Prior to submitting its Bid, Contractor shall take care to note the existence and potential existence of Underground Facilities, in particular, above and below grade structures, drainage lines, storm drains, sewers, water, gas, electrical, chemical, hot water, and other similar items and utilities. Contractor shall carefully consider all supplied information, request additional information Contractor may deem necessary, and visually inspect the Site for above ground indications of Underground Facilities (such as, for example not by way of limitation, the existence of existing service laterals, appurtenances or other types of utilities, indicated by the presence of an underground transmission main or other visible facilities, such as buildings, new asphalt, meters and junction boxes, on or adjacent to the Site).

2.1.C. Prior to submitting its Bid, Contractor must correlate its experience, knowledge and the results of its required investigation with the terms and conditions of the Contract Documents, and must give CDC prompt written notice of all conflicts, errors, ambiguities, or discrepancies of any type, that it may discover in or among the Contract Documents, as-built drawings (if any) and/or actual conditions. Contractor shall give this notice during the Bid period and submission of a Bid indicates Contractor's agreement that CDC responded to the notice through Addenda issued by CDC which is acceptable to Contractor.

2.1.D. Prior to submitting its Bid, Contractor must consider fully the fact that information supplied regarding existing Underground Facilities at or contiguous to the Site is in many cases based on information furnished to CDC by others (e.g., the builders of such Underground Facilities or others), and that due to their age or their chain of custody since preparation, may not meet current industry standards for accuracy. Contractor must also consider local underground conditions and typical practices for Underground Facilities, either through its own direct knowledge or through its subcontractors, and fully consider this knowledge in assessing the existing information and the reasonableness of its reliance.

2.1.E. Prior to submitting its Bid, Contractor shall conduct (or request that CDC have conducted) any such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise, which may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto or which Contractor deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of Contract Documents.

2.1.F. Prior to submitting its Bid, Contractor may rely on CDC-supplied information regarding existing conditions only where such conditions are underground and not subject to reasonable verification. If existing information supplied by CDC indicates a discrepancy or a substantial risk of inaccuracy or omission, then Contractor must request specific additional information. Contractor shall advise CDC in writing during the Bid period of any questions, suppositions, inferences or deductions Contractor may have, for CDC’s review and response by Addenda, and may not assert any such matters later that were not brought forth during the Bid period.

2.1.G. During performance of the Contract, Contractor will be charged with knowledge of all information that it should have learned in performing this required pre-Bid investigation, and shall not be entitled to change orders (time or compensation) due to information or conditions that Contractor should have known as a part of this pre-Bid investigation.

2.2 Supplied Information on Underground Existing Conditions

2.2.A. Regarding Underground Facilities shown in the Contract Documents or supplied through Document 003119 (Existing Condition Information), CDC has compiled this information in good faith, relying on its records and third party records. Because of the nature and location of CDC and the Project, the existence of Underground Facilities is deemed inherent in the Work of the Contract, as is the fact that
Underground Facilities are not always accurately shown or completely shown on as-built records, both as to their depth and location. In Article 14 of this Document 007200, this Contract establishes a heightened standard for claims involving Underground Facilities. Contractor shall consider this fact in its bidding and in its planning and execution of the Work involving Underground Facilities.

2.2.B. Regarding subsurface conditions other than Underground Facilities, shown on the Contract Documents or supplied in Document 003119 (Existing Conditions Information), Contractor may rely only upon the general accuracy of actual reported depths, actual reported character of materials, actual reported soil types, actual reported water conditions, or actual obstructions shown or indicated in the Contract Documents. CDC is not responsible for the completeness of any subsurface condition information for bidding or construction, Contractor’s conclusions or opinions drawn from any subsurface condition information, or subsurface conditions that are not specifically shown. (For example, CDC is not responsible for soil conditions in areas contiguous to areas where a subsurface condition is shown.)

2.3 Supplied Information on Above-Ground Existing Conditions
2.3.A. Regarding aboveground and as-built conditions shown on the Contract Documents or supplied through Document 003119 (Existing Condition Information), such information has been compiled in good faith, however, Contractor must independently verify such information. CDC does not expressly or impliedly warrant or represent that information as to aboveground conditions or as-built conditions indicated in the Contract Documents or Document 003119, is correctly shown or indicated, or otherwise complete for construction purposes.

2.3.B. As a condition to bidding, Contractor shall verify by independent investigation all such aboveground and as-built conditions, and bring any discrepancies to CDC’s attention through written question. In submitting its Bid, Contractor shall rely on the results of its own independent investigation and shall not rely on CDC-supplied information regarding aboveground conditions and as-built conditions, and Contractor shall accept full responsibility for its verification work sufficient to complete the Work as intended.

2.4 Subcontractors
2.4.A. Consistent with California Public Contract Code Sections 4101 et seq., Contractor shall not substitute any other person or firm in place of any Subcontractor listed in the Bid. Subcontractors shall not assign or transfer their subcontracts or permit them to be performed by any other contractor without CDC’s written approval. At CDC’s request, Contractor shall provide CDC with a complete copy of all executed subcontracts or final commercial agreements with Subcontractors and/or suppliers.

2.4.B. Subcontract agreements shall preserve and protect the rights of CDC under the Contract Documents so that subcontracting will not prejudice such rights. To the extent of the Work to be performed by a Subcontractor, Contractor shall require the Subcontractor’s written agreement (1) to be bound to the terms of Contract Documents and (2) to assume vis-à-vis Contractor all the obligations and responsibilities that Contractor assumes toward CDC under the Contract Documents. (These agreements include for example, and not by way of limitation, all warranties, claims procedures and rules governing submittals of all types to which Contractor is subject under the Contract Documents.)

2.4.C. Contractor shall provide for the assignment to CDC of all rights any Subcontractor may have against any manufacturer, supplier, or distributor for breach of warranties and guarantees relating to the Work performed by the Subcontractor under the Contract Documents.

2.4.D. CDC shall be deemed to be an intended third-party beneficiary of all Subcontracts (of any tier) for the provision of labor, services, supplies or material to the Project, and each such agreement shall so provide.

3 CONTRACT AWARD AND COMMENCEMENT OF THE WORK
3.1 Time Allowances for Performance of Contract Documents
3.1.A. CDC will make the Award of Contract by issuing a Notice of Award. As a condition to CDC signing Document 005213 (Agreement Form – Stipulated Sum), however, Contractor shall deliver to CDC the executed agreements, forms, bonds and insurance documents required by Document 002113 (Instructions to Bidders) in the required quantities and within the required times.

3.1.B. The Contract Time will commence to run on the date indicated in the Notice to Proceed (Commencement Date).

3.1.C. The total number of Days for completion of the Work under the Contract Documents shall be as provided in Document 005213 (Agreement Form - Stipulated Sum).

3.2 Commencement Of Work
3.2.A. Contractor shall commence work on the Site on the Commencement Date found in the Notice to Proceed (Document 005500). Contractor shall not do any Work at the Site prior to that date.

4 INSURANCE AND INDEMNIFICATION
4.1 Insurance
4.1.A. See Document 007316 (Insurance Requirements), incorporated herein by this reference, for applicable insurance requirements.

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

4.2.B. To the furthest extent permitted by law (including without limitation California Civil Code Section 2782), Contractor shall assume defense of, and indemnify and hold harmless, CDC and each of its officers, employees, consultants and agents, including but not limited to the Commission, Architect, Engineer and each CDC’s Representative, from claims, suits, actions, losses and liability of every kind, nature and description, including but not limited to claims and fines of regulatory agencies and attorney’s fees and consultant’s fees, directly or indirectly arising out of, connected with or resulting from performance of the Work, failure to perform the Work, or condition of the Work which is caused in whole or part by any act or omission of Contractor, Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether it is caused in part by the negligence of CDC or by any person or entity required to be indemnified hereunder.

4.2.C. With respect to third-party claims against Contractor, Contractor waives any and all rights to any type of express or implied indemnity against CDC and each of its officers, employees, consultants and agents including, but not limited to CDC, the Commission, Architect, Engineer and each CDC’s Representative.

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

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

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

4.2.G. Contractor’s obligations under this paragraph 4.2 shall survive completion of the Work or termination of the Contract Documents for any reason whatsoever.

5 DRAWINGS AND SPECIFICATIONS

5.1 Intent

5.1.A. Drawings and Specifications are intended to describe a functionally complete and operable Project (and all parts thereof) to be constructed in accordance with the requirements of Contract Documents. Contractor shall perform any work, provide services and furnish any materials or equipment that may reasonably be inferred from the requirements of Contract Documents or from prevailing custom or trade usage as being required to produce this intended result. Contractor shall interpret words or phrases used to describe Work (including services), materials, or equipment that have well-known technical or construction industry or trade meaning in accordance with that meaning. Drawings’ intent specifically includes the intent to depict construction that complies with all applicable laws, codes and standards.

5.1.B. As part of the “Work,” Contractor shall provide all labor, materials, equipment, machinery, tools, facilities, services, employee training and testing, hoisting facilities, Shop Drawings, storage, testing, security, transportation, disposal, the securing of all necessary or required field dimensions, the cutting or patching of existing materials, notices, permits, documents, reports, agreements and any other items required or necessary to timely and fully complete Work described and the results intended by Contract Documents and, in particular, Drawings and Specifications. Divisions and Specification Sections and the identification on any Drawings shall not control Contractor in dividing Work among Subcontractors or suppliers or delineating the Work to be performed by any specific trade.

5.1.C. Contractor shall perform reasonably implied parts of Work as “incidental work” although absent from Drawings and Specifications. Incidental work includes any work not shown on Drawings or described in Specifications that is necessary or normally or customarily required as a part of the Work shown on Drawings or described in Specifications. Incidental work includes any work necessary or required to make each installation satisfactory, legally operable, functional, and consistent with the intent of Drawings and Specifications or the requirements of Contract Documents including required tasks to be performed under Division 1 of Specifications. Contractor shall perform incidental work without extra cost to CDC. Incidental work shall be treated as if fully described in Specifications and shown on Drawings, and the expense of incidental work shall be included in price Bid and Contract Sum.

5.2 Drawing Details

5.2.A. A typical or representative detail on Drawings shall constitute the standard for workmanship and material throughout corresponding parts of Work. Where necessary, and where reasonably inferable from Drawings, Contractor shall adapt such representative detail for application to such corresponding parts of Work. The details of such adaptation shall be subject to prior approval by CDC. Repetitive features shown in outline on Drawings shall be in exact accordance with corresponding features completely shown.

5.3 Interpretation Of Drawings and Specifications

5.3.A. Should any discrepancy appear or any misunderstanding arise as to the import of anything contained in Drawings and Specifications, or should Contractor have any questions or requests relating to Drawings or Specifications, Contractor shall refer the matter to CDC, in writing, in accordance with Section 012600 (Contract
Construction Mitote Standards CDC’s

5.4 Checking Of Drawings
5.4.A. Before undertaking each part of Work, Contractor shall carefully study and compare Contract Documents and check and verify pertinent information shown in the Contract Documents and all applicable field conditions and measurements. Contractor shall be responsible for any errors that might have been avoided by such comparison. Contractor shall promptly report to CDC, in writing, any conflict, error, ambiguity or discrepancy that Contractor may discover. Contractor shall obtain a written interpretation or clarification from CDC before proceeding with any Work affected thereby. Dimensions shown on Drawings shall be followed; Contractor shall not scale Drawings.

5.5 Standards To Apply Where Specifications Are Not Furnished
5.5.A. The following general specifications shall apply wherever in the Specifications, or in any directions given by CDC in accordance with or supplementing Specifications, it is provided that Contractor shall furnish materials or manufactured articles or shall do Work for which no detailed specifications are shown. Materials or manufactured articles shall be of the best grade, in quality and workmanship, obtainable in the market from firms of established good reputation. If not ordinarily carried in stock, the materials or manufactured articles shall conform to industry standards for first-class materials or articles of the kind required, with due consideration of the use to which they are to be put. Work shall conform to the usual standards or codes, such as those cited in Section 014200 (References), for first-class work of the kind required. Contractor shall specify in writing to CDC the materials to be used or Work to be performed under this paragraph 5.5 fourteen (14) Days prior to furnishing such materials or performing such Work.

5.6 Deviation from Specifications and Drawings
5.6.A. Contractor shall perform Work in accordance with Drawings and Specifications. Contractor shall not deviate from Drawings or the dimensions given in the Drawings or the Specifications without CDC’s advance written approval of the proposed deviation.
5.6.B. If CDC elects to change the Work, all changes in the Contract Documents will be made as set forth in Article 14 of this Document 007200.

5.7 Ownership And Use Of Drawings, Specifications And Contract Documents
5.7.A. Drawings, Specifications and other Contract Documents were prepared for use for Work of Contract Documents only. No part of Contract Documents shall be used for any other construction or for any other purpose except with the written consent of CDC. Any unauthorized use of Contract Documents is prohibited and at the sole liability of the user.
5.7.B. The CDC will be issuing the Drawings and Project Manual electronically for the Contractor’s use, unless specifically stated otherwise.

6 CONSTRUCTION BY CDC OR BY SEPARATE CONTRACTORS
6.1 CDC’s Right To Perform Construction And To Award Separate Contracts
6.1.A. CDC may perform, with its own forces, construction or operations related to the Project. CDC may also award separate contracts in connection with other portions
of the Project or other construction or operations, on the Site or areas contiguous to the Site, under conditions similar to these Contract Documents, or may have utility owners perform other work. When separate contracts are awarded for different portions of the Project or other construction or operations on the Site, the term “Contractor” in these Contract Documents shall mean the Contractor herein.

6.2 Mutual Responsibility

6.2.A. Contractor shall afford all other contractors, utility owners, and CDC (if CDC is performing work with its own forces), proper and safe access to the Site, and reasonable opportunity for the installation and storage of their materials. Contractor shall ensure that the execution of its Work properly connects and coordinates with others’ work, and shall cooperate with them to facilitate the progress of the Work.

6.2.B. Contractor shall coordinate its Work with the work of other contractors, CDC, and utility owners. Contractor shall hold coordination meetings with other contractors, CDC and its representatives, and utility owners as required by Section 013150 (Project Meetings).

6.2.C. Unless otherwise provided in the Contract Documents, Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of other contractors, CDC or utility owners by cutting, excavating or otherwise altering the work of others and will only cut or alter the work of others with the written consent of CDC and the others whose work will be affected.

6.2.D. Contractor’s duties and responsibilities under paragraph 6.2.A of this Document 007200 are for the benefit of CDC and also for the benefit of such other contractors and utility owners working at the Site to the extent that there are comparable provisions for the benefit of Contractor in the direct contracts between CDC and such other contractors and utility owners.

6.2.E. To the extent that any part of Contractor’s Work is to interface with work performed or installed by other contractors, CDC, or utility owners, Contractor shall inspect and measure the in-place work. Contractor shall promptly report to CDC in writing any defect in in-place work that will impede or increase the cost of Contractor’s interface unless corrected. CDC will require the entity responsible for the Defective Work to make corrections so as to conform to its contract requirements, or, if the defect is the result of an error or omission in the Contract Documents, issue a Change Order. If Contractor fails to measure, inspect and/or report to CDC in writing defects that are reasonably discoverable, Contractor shall bear all costs of accomplishing the interface acceptable to CDC. This provision shall be included in any and all other contracts or subcontracts for Work to be performed where such a conflict could exist.

6.3 CDC Authority Over Coordination

6.3.A. CDC will have authority over coordination of the activities of multiple contractors in cases where CDC performs work with its own forces or contracts with others for the performance of other work on the Project, or utilities work on the Site. CDC may at any time and in its sole discretion, designate a person or entity other than CDC to have authority over the coordination of the activities among the various contractors. CDC’s authority with respect to coordination of the activities of multiple contractors and utility owners shall not relieve Contractor of its obligation to other contractors and utility owners to coordinate its Work with other contractors and utility owners as specified in paragraph 6.2 of this Document 007200. Contractor shall promptly notify CDC in writing when another contractor on the Project fails to coordinate its work with the Work of Contract Documents.

6.3.B. Contractor shall suspend any part of the Work or carry on the same in such manner as directed by CDC when such suspension or prosecution is necessary to facilitate the work of other contractors or workers. No damages or claims by Contractor will be allowed if the suspension or Work change is due in whole or in part to Contractor’s failure to perform its obligation to coordinate its Work with other contractors, CDC, and utility owners. Damages or claims will be allowed only to the extent of fault by
7 PAYMENT BY CDC

7.1 Receipt And Processing Of Applications For Payment
7.1.A. Contractor shall prepare the schedules, submit Applications for Payment, and warrant title to all Work covered by each Application for Payment. CDC will review Contractor’s Applications for Payment and make payment thereon, and Contractor shall make payments to Subcontractors, suppliers and others, as required by Section012900 (Payment Procedures).

8 CONTROL OF THE WORK

8.1 Subcontractors
8.1.A. Contractor is fully responsible for Contractor’s own acts and omissions. Contractor is responsible for all acts and omissions of its Subcontractors, suppliers, and other persons and organizations performing or furnishing any of the Work, labor, materials, or equipment under a direct or indirect contract with Contractor. The Contractor may not assign any portion, or any rights hereunder, of the Contract Documents without the CDC’s express written consent or, where applicable, compliance with the Subcontractor Listing Law.

8.2 Supervision Of Work By Contractor
8.2.A. Contractor shall supervise, inspect, and direct Work competently and efficiently, devoting the attention and applying such personal skills and expertise as may be required and necessary to perform Work in accordance with Contract Documents. Contractor shall be solely responsible for and have control and charge of construction means, methods, techniques, sequences and procedures, safety precautions and programs in connection with the Work. Contractor shall be responsible to see that the completed Work complies accurately with Contract Documents.

8.3 Observation Of Work By CDC
8.3.A. CDC Representatives: CDC’s Representative(s) will have limited authority to act on behalf of CDC as set forth in the Contract Documents. Except as otherwise provided in these Contract Documents or subsequently identified in writing by CDC, CDC will issue all communications to Contractor through CDC’s Representative, and Contractor shall issue all communications to CDC through CDC’s Representative in a written document delivered to CDC. Should any direct communications between Contractor and CDC’s consultants, architects or engineers not identified in Article 2 of Document 005213 (Agreement Form - Stipulated Sum) occur during field visits or by telephone, Contractor shall immediately confirm them in a written document copied to CDC’s Representative.

8.3.B. Means and Methods of Construction: Subject to those rights specifically reserved in the Contract Documents, CDC will not supervise, or direct, or have control over, or be responsible for, Contractor’s means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or Contractor’s failure to comply with laws and regulations applicable to the furnishing performance of Work. CDC will not be responsible for Contractor’s failure to perform or furnish the Work in accordance with Contract Documents.

8.3.C. In exercising its responsibilities and authorities under the Contract Documents,
CDC does not assume any duties or responsibilities to any Subcontractor or supplier and does not assume any duty of care to Contractor, Contractor's Subcontractors or suppliers. Except as expressly set forth in the Contract Documents, in exercising their respective responsibilities and authorities under the Contract Documents, neither Architect, Engineer nor any CDC Representative assumes any duties or responsibilities to any Subcontractor, sub-Subcontractor or supplier nor assumes any duty of care to Contractor or any Subcontractor, sub-Subcontractor or suppliers.

8.3.D. Work shall be performed under CDC’s general observation and administration. Contractor shall comply with CDC's directions and instructions in accordance with the terms of Contract Documents, but nothing contained in these General Conditions shall be taken to relieve Contractor of any obligations or liabilities under the Contract Documents. CDC’s failure to review or, upon review, failure to object to any aspect of Work reviewed, shall not be deemed a waiver or approval of any non-conforming aspect of Work.

8.3.E. CDC may engage an independent consultant or architect (collectively for purposes of this paragraph 8.3, "Consultant") to assist in administering the Work. If so engaged, Consultant will advise and consult with CDC, but will have authority to act on behalf of CDC only to extent provided in the Contract Documents or as set forth in writing by CDC. Consultant will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with Work. Consultant will not be responsible for or have control over the acts or omissions of Contractor, Subcontractors or their agents or employees, or any other persons performing Work.

8.3.F. Consultant may review Contractor's Submittals, such as Shop Drawings, Product Data, and Samples, but only for conformance with design concept of Work and with information given in the Contract Documents.

8.3.G. Consultant may visit the Site at intervals appropriate to stage of construction to become familiar generally with the progress and quality of Work and to determine in general if Work is proceeding in accordance with Contract Documents. Based on its observations, Consultant may recommend to CDC that it disapprove or reject Work that Consultant believes to be defective or will not produce a complete Project that conforms to Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by Contract Documents. CDC will also have authority to require special inspection or testing of Work, whether or not the Work is fabricated, installed or completed.

8.3.H. Consultant may conduct inspections to recommend to CDC the dates that Contractor has achieved Substantial Completion and when the Final Inspection Report can be issued, and will receive and forward to CDC for review written warranties and related documents required by the Contract Documents.

8.4 Access To Work
8.4.A. During performance of Work, CDC and its agents, consultants, and employees may at any time enter upon Work, shops or studios where any part of the Work may be in preparation, or factories where any materials for use in Work are being or are to be manufactured, and Contractor shall provide proper and safe facilities for this purpose, and shall make arrangements with manufacturers to facilitate inspection of their processes and products to such extent as CDC's interests may require. Other contractors, CDC workers or utility owners performing work for CDC may also enter upon Work for all purposes required by their respective contracts. Subject to the rights reserved in the Contract Documents, Contractor shall have sole care, custody, and control of the Site and its Work areas.

8.4.B. CDC may, at any time, and from time to time, during the performance of the Work, enter the Work Site for the purpose of installing any necessary work by CDC labor or other contracts, and for any other purpose in connection with the installation of facilities. In doing so, CDC shall endeavor not to interfere with Contractor and Contractor shall not interfere with other work being done by or on behalf of CDC.
8.4.C. If, prior to completion and final acceptance of all the Work, CDC takes possession of any structure or facility (whether completed or otherwise) comprising a portion of the Work with the intent to retain possession thereof (as distinguished from temporary possession contemplating return to Contractor), then, while CDC is in possession of the same, Contractor shall be relieved of liability for loss or damage to such structure other than that resulting from Contractor’s fault or negligence. Such taking of possession by CDC shall not relieve Contractor from any provisions of the Contract respecting such structure, other than to the extent specified in the preceding sentence, nor constitute a final acceptance of such structure or facility. See also Section 011000 (Summary of Work).

8.4.D. If, following installation of any equipment or facilities furnished by Contractor, defects requiring correction by Contractor are found, CDC shall have the right to operate such unsatisfactory equipment or facilities and make reasonable use thereof until the equipment or facilities can be shut down for correction of defects without injury to CDC.

9 Warranty, Guaranty, and Inspection of Work

9.1 Warranty And Guaranty

9.1.A. General Representations and Warranties: Contractor represents and warrants that it is and will be at all times fully qualified and capable of performing every Phase of the Work and completing Work in accordance with the terms of the Contract Documents. Contractor warrants that all construction services shall be performed in accordance with generally accepted professional standards of good and sound construction practices and all requirements of the Contract Documents. Contractor warrants that Work, including but not limited to each item of materials and equipment incorporated therein, shall be new, of suitable grade of its respective kind for its intended use, and free from defects in design, architecture and/or engineering, materials, construction and workmanship. Contractor warrants that Work shall conform in all respects with all applicable requirements of federal, state and local laws, applicable construction codes and standards, licenses and permits, Drawings and Specifications and all descriptions set forth therein, and all other requirements of the Contract Documents. Contractor shall not be responsible, however, for the negligence of others in the specification of specific equipment, materials, design parameters and means or methods of construction where that is specifically shown and expressly required by the Contract Documents.

9.1.B. Extended Guarantees: Any guaranty exceeding one year provided by the supplier or manufacturer of any equipment or materials used in the Project shall be extended for such term. Contractor expressly agrees to act as co-guarantor of such equipment and materials and shall supply CDC with all warranty and guaranty documents relative to equipment and materials incorporated in the Project and guaranteed by their suppliers or manufacturers.

9.1.C. Environmental and Toxics Warranty: The covenants, warranties and representations contained in this paragraph 9.1.C. are effective continuously during Contractor’s Work on the Project and following cessation of labor for any reason including, but not limited to, Project completion. Contractor covenants, warrants and represents to CDC that:

9.1.D. To Contractor’s knowledge after due inquiry, no lead or Asbestos-containing materials were installed or discovered in the Project at any time during Contractor’s construction thereof. If any lead or Asbestos-containing materials were discovered, Contractor made immediate written disclosure to CDC.

9.1.E. To Contractor’s knowledge after due inquiry, no electrical transformers, light fixtures with ballasts or other equipment containing PCBs are or were located on the Project at any time during Contractor’s construction thereof.

9.1.F. To Contractor’s knowledge after due inquiry, no storage tanks for gasoline or any other toxic substance are or were located on the Project at any time during Contractor’s construction thereof. If any such materials were discovered, Contractor
made immediate written disclosure to CDC.

9.1.G. Contractor’s operations concerning the Project are and were not in violation of any applicable environmental federal, state, or local statute, law or regulation dealing with hazardous materials substances or toxic substances and no notice from any governmental body has been served upon Contractor claiming any violation of any such law, ordinance, code or regulation, or requiring or calling attention to the need for any Work, repairs, construction, alteration, or installation on or in connection with the Project in order to comply with any such laws, ordinances, codes, or regulations, with which Contractor has not complied. If there are any such notices with which Contractor has complied, Contractor shall provide CDC with copies thereof.

9.2 Inspection Of Work

9.2.A. All materials, equipment, and workmanship used in Work shall be subject to inspection and testing at all times during construction and/or manufacture in accordance with the terms of Contract Documents. Work and materials, and manufacture and preparation of materials, from beginning of construction until Final Completion and acceptance of Work, shall be subject to inspection and rejection by CDC, its agents, representatives or independent contractors retained by CDC to perform inspection services, or governmental agencies with jurisdictional interests. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor’s Site safety procedures and program so that they may comply therewith as applicable. Upon request or where specified, CDC shall be afforded access for inspection at the source of supply, manufacture or assembly of any item of material or equipment, with reasonable accommodations supplied for making such inspections.

9.2.B. Contractor shall give CDC timely notice of readiness of Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests. Contractor shall also coordinate, schedule and give adequate notice to the appropriate inspection personnel of any Work that can only be inspected as it is placed or assembled (for example, concrete or masonry work), to enable the constant presence of such inspection personnel during such Work.

9.2.C. If applicable laws or regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, and furnish CDC with the required certificates of inspection, or approval. CDC will pay the cost of initial testing and Contractor shall pay all costs in connection with any follow-up or additional testing. Contractor shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for the acceptance of materials or equipment to be incorporated into the Work, or of materials, mix designs, or equipment submitted for approval prior to Contractor’s purchase thereof for incorporation in the Work. Additionally, in the event that a scheduled inspection is canceled in less than 24 hours’ notice by Contractor and CDC incurs costs associated with the cancellation, Contractor will reimburse CDC for the actual costs of the canceled inspections. The amount will be deducted from payment owed Contractor.

9.2.D. If Contractor covers any Work, or the work of others, prior to any required inspection, test or approval without written approval of CDC, Contractor shall uncover the Work at CDC’s request. Contractor shall bear the expense of uncovering Work and replacing Work.

9.2.E. In any case where Contractor covers Work contrary to CDC’s request, Contractor shall uncover Work for CDC’s observation or inspection at CDC’s request. Contractor shall bear the cost of uncovering and re-covering the Work.

9.2.F. Whenever required by CDC, Contractor shall furnish tools, labor and materials necessary to make examination of Work that may be completed or in progress, even to extent of uncovering or taking down portions of finished Work. Should Work be
found unsatisfactory, cost of making examination and of reconstruction shall be borne by Contractor. If Work is found to be satisfactory, CDC, in manner herein prescribed for paying for alterations, Modifications, and extra Work, except as otherwise herein specified, will pay for examination.

9.2.G. Inspection of the Work by or on behalf of CDC, or CDC’s failure to do so, shall not under any circumstances be deemed a waiver or approval of any non-conforming aspect of the Work. Contractor shall have an absolute duty, in the absence of a written Change Order signed by CDC, to perform Work in conformance with the Contract Documents.

9.2.H. Any inspection, evaluation, or test performed by or on behalf of CDC relating to the Work is solely for the benefit of CDC, and shall not be relied upon by Contractor. Contractor shall not be relieved of the obligation to perform Work in accordance with the Contract Documents, nor relieved of any guaranty, warranty, or other obligation, as a result of any inspections, evaluations, or tests performed by CDC, whether or not such inspections, evaluations, or tests are permitted or required under the Contract Documents. Contractor shall be solely responsible for testing and inspecting Work already performed to determine whether such Work is in proper condition to receive later Work.

9.3 Correction Of Defective Work

9.3.A. If Contractor fails to supply sufficient skilled workers, suitable materials or equipment, or to furnish or perform the Work in such a way that the completed Work will conform to Contract Documents, CDC may order Contractor to replace any Defective Work, or stop any portion of Work to permit CDC (at Contractor’s expense) to replace such Defective Work. These CDC rights are entirely discretionary on the part of the CDC, and shall not give rise to any duty on the part of CDC to exercise the rights for the benefit of Contractor or any other party.

9.3.B. CDC may direct Contractor to correct any Defective Work or remove it from the Site and replace it with Work that is not Defective and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting from the correction or removal. Contractor shall be responsible for any and all claims, costs, losses and damages caused by or resulting from such correction or removal. When necessary, a deductive Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, CDC may decide the proper amount or, in its discretion may elect to leave the Contract Sum unchanged and deduct from moneys due Contractor, all such claims, costs, losses and damages caused by or resulting from the correction or removal. If Contractor disagrees with CDC’s calculations, it may make a claim as provided in Article 12 of this Document 007200. CDC’s rights under this paragraph 9.3.B shall be entirely discretionary and, like all other CDC rights and remedies under the Contract, in addition to any other rights it may have under the Contract Documents or by law.

9.3.C. Correction Period:

9.3.D. With respect to equipment and machinery supplied by Contractor and incorporated into the Work, if within one year after the date of Substantial Completion of the portion of the Work incorporating the equipment and/or machinery (or, to the extent expressed by Change Order or Certificate of Substantial Completion, one year after CDC’s written acceptance of such equipment), or such longer period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents (including extended warranties), any equipment or machinery is found to be Defective, Contractor shall promptly, without cost to CDC and in accordance with CDC’s written instructions, correct such Defective Work.

9.3.E. With respect to structures within the Scope of Work, if within one year after the date of Substantial Completion of the Work, or such longer period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to CDC and in
9.3.F. Contractor shall remove any Defective Work rejected by CDC and replace it with Work that is not Defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, CDC may have the Defective Work corrected or the rejected Work removed and replaced.

9.3.G. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, CDC shall have all rights and remedies granted by law.

9.3.H. Additionally, in special circumstances where a part of the Work is occupied or a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that part of Work or that item may start to run from an earlier date if so provided by Change Order or Certificate of Substantial Completion.

9.3.I. Where Defective Work or rejected Work (and damage to other Work resulting therefrom) has been corrected, removed, or replaced under this provision after the commencement of the correction period, the correction period hereunder with respect to such Work shall be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

9.3.J. If following installation of any Work furnished by Contractor, defects requiring correction by Contractor are found, CDC shall have the right to operate such Work and make reasonable use thereof until it can be shut down for correction of defects without causing injury to CDC.

9.4 **Acceptance And Correction Of Defective Work By CDC**

9.4.A. CDC may accept Defective Work. Contractor shall pay all claims, costs, losses and damages (including but not limited to staff and Consultant time) attributable to CDC’s evaluation of and determination to accept such Defective Work. If CDC accepts any Defective Work prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, CDC may deduct from moneys due Contractor, all claims, costs, losses, damages, expenses and liabilities attributable to the Defective Work. If Contractor disagrees with CDC’s calculations, Contractor may make a claim as provided in Article 12 of this Document 007200. If CDC accepts any Defective Work after final payment, Contractor shall pay to CDC, an appropriate amount as determined by CDC.

9.4.B. CDC may correct and remedy deficiency if, after 5 Days’ written notice to Contractor, Contractor fails to correct Defective Work or to remove and replace rejected Work in accordance with paragraph 9.3.B of this Document 007200; or provide a plan for correction of Defective Work acceptable to CDC; or perform Work in accordance with Contract Documents. In connection with such corrective and remedial action, CDC may exclude Contractor from all or part of the Site; take possession of all or part of Work and suspend Contractor’s Work related thereto; take possession of all or part of Contractor’s tools, appliances, construction equipment and machinery at the Site; and incorporate in Work any materials and equipment stored at the Site or for which CDC has paid Contractor but which are stored elsewhere. Contractor shall allow CDC, its representatives, agents, employees, and other contractors and Architect's consultants access to the Site to enable CDC to exercise the rights and remedies under this paragraph 9.4.B. Contractor shall be responsible for all claims, costs, losses, damages, expenses and liabilities incurred or sustained by CDC in exercising such rights and remedies. A Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, CDC may deduct from moneys due.
Contractor, all claims, costs, losses and damages caused by or resulting from the correction or removal. If Contractor disagrees with CDC’s calculations, Contractor may make a claim as provided in Article 12 of this Document 007200.

9.5 Rights Upon Inspection Or Correction
9.5.A. Contractor shall not be allowed an extension of Contract Time because of any delay in the performance of Work attributable to the exercise by CDC of its rights and remedies under this Article 9. Where CDC exercises its rights under this Article 9, it retains all other rights it has by law or under the Contract Documents including, but not limited to, the right to terminate for default Contractor’s right to proceed with the Work under the Contract Documents and/or make a claim or back charge where a Change Order cannot be agreed upon.

9.5.B. Inspection by CDC shall not relieve Contractor of its obligation to have furnished material and workmanship in accordance with Contract Documents. Payment for Work completed through periodic progress payments or otherwise shall not operate to waive CDC’s right to require full compliance with Contract Documents and shall in no way be deemed as acceptance of the Work paid therefore. Contractor’s obligation to complete the Work in accordance with Contract Documents shall be absolute, unless CDC agrees otherwise in writing. Contractor shall immediately correct defective Work upon Contractor’s knowledge of the defective Work, regardless of CDC’s issuance of a correction notice or otherwise identifying the defective Work.

9.6 Samples And Tests Of Materials And Work
9.6.A. Contractor shall furnish, in such quantities and sizes as may be required for proper examination and tests, Samples or test specimens of all materials to be used or offered for use in connection with Work. Contractor shall prepare Samples or test specimens at its expense and furnish them to CDC. Contractor shall submit all Samples in ample time to enable CDC to make any necessary tests, examinations, or analyses before the time it is desired to incorporate the material into the Work.

9.7.A. In order that CDC may determine whether Contractor has complied or is complying with requirements of Contract Documents not readily enforceable through inspection and tests of Work and materials, Contractor shall at any time, when requested, submit to CDC properly authenticated documents or other satisfactory proofs of compliance with all applicable requirements.

9.8 Acceptance
9.8.A. Inspection by CDC or its authorized agents or representatives, any order or certificate for the payment of money, any payment, acceptance of the whole or any part of Work by CDC, any extension of time, any verbal statements on behalf of CDC or its authorized agents or representatives shall not operate as a waiver or modification of any provision of the Contract Documents, or of any power reserved to CDC herein or therein or any right to damages provided in the Contract Documents. Any waiver of any breach of the Contract Documents shall not be held to be a waiver of any other subsequent breach.

10 CONTRACTOR’S ORGANIZATION AND EQUIPMENT
10.1 Contractor's Legal Address
10.1.A. Contractor’s address and the facsimile number given in Contractor’s Bid are hereby designated as Contractor’s legal address and facsimile number. Contractor may change its legal address and facsimile number by notice in writing, delivered to CDC, which in conspicuous language advises CDC of a change in legal address or facsimile number, and which CDC accepts in writing. Delivery of any drawings, notice, letter or other communication to Contractor’s legal address or depositing in any post office or post office box regularly maintained by the United States Postal Service, in a wrapper with postage affixed, directed to Contractor at legal address shall be deemed legal and sufficient service thereof upon Contractor. Facsimile to
Contractor’s designated facsimile number of any letter, memorandum, or other communication on standard or legal sized paper, with proof of facsimile transmission, shall be deemed legal and sufficient service thereof upon Contractor.

10.2 Contractor’s Office At The Work Site N/A
10.2.A. Contractor shall maintain an office at the Site, which office shall be headquarters of a Contractor representative authorized to transmit to and receive from CDC, communications, instructions or Drawings. Communications, instructions, or Drawings given to Contractor’s representative or delivered at the Site office in representative’s absence shall be deemed to have been given to Contractor.

10.3 Contractor’s Superintendents Or Forepersons
10.3.A. Contractor shall at all times while Work is being performed at site, be represented on Site by a competent resident Superintendent authorized and competent to receive and carry out any instructions that CDC may give, and shall be liable for faithful observance of instructions delivered to Contractor. Said Superintendent shall not be replaced without CDC’s express written consent. The Superintendent shall be Contractor’s representative at the Site and shall have complete authority to act on behalf of Contractor. All communications to and from the Superintendent shall be as binding as if given to or by Contractor. Communications, instructions, or Drawings given to Contractor’s representative shall be deemed to have been given to Contractor.
10.3.B. In the event that the designated Superintendent is unable to be present at the site, Contractor shall designate a substitute Superintendent, subject to CDC’s approval, and shall obtain CDC’s consent as to time and duration of any such substitution.

10.4 Proficiency In English
10.4.A. Supervisors, security guards, safety personnel and employees who have unescorted access to the Site shall possess proficiency in the English language in order to understand, receive and carry out oral and written communications or instructions relating to their job functions, including safety and security requirements.

10.5 Contractor’s And Subcontractors’ Employees
10.5.A. Contractor shall employ, and shall permit its Subcontractors to employ, only competent and skillful personnel to do Work. If CDC notifies Contractor that any of its employees, or any of its Subcontractors’ employees on Work is incompetent, unfaithful, disorderly or profane, or fails to observe customary standards of conductor refuses to carry out any provision of the Contract Documents, or uses harassing, threatening or abusive language at the site to any person representing CDC or to any member of the public, or violates sanitary rules, or is otherwise unsatisfactory, and if CDC requests that such person be discharged from Work, then Contractor or its Subcontractor shall immediately discharge such person from Work and the discharged person shall not be re-employed on the Work except with consent of CDC.

10.6 Contractor To List Trades Working
10.6.A. Contractor shall list the trades working on the Site and their scheduled activities on a daily basis, and provide a copy of that list to CDC.

10.7 Contractor’s Use Of The Site
10.7.A. Contractor shall not make any arrangements with any person to permit occupancy or use of any land, structure or building within the limits of the Work, for any purpose whatsoever, either with or without compensation, in conflict with any agreement between CDC and any owner, former owner or tenant of such land, structure or buildings. Contractor may not occupy CDC-owned property outside the limit of the Work as indicated on the Drawings unless it obtains prior approval from CDC.

11 PROSECUTION AND PROGRESS OF THE WORK
11.1 Schedules And Examinations Of Contract Documents
11.1.A. Contractor shall submit schedules, reports, and submittals in the appropriate quantity and within the required time, arrange conferences and meetings and proceed with the Work in accordance with Contract Documents, including Sections 013100 (Project Management and Coordination), 013200 (Construction Progress Documentation), and 013300 (Submittal Procedures).

11.1.B. Contractor shall submit to CDC for review and discussion:

11.1.C. Contractor shall utilize Progress Schedule in planning, scheduling, coordinating, performing and controlling Work (including all activities of Subcontractors, assigned contractors, equipment vendors and suppliers). Contractor shall update Progress Schedule on a monthly basis to depict accurately the actual progress of Work and for evaluating and preparing Contractor’s monthly progress payments. Contractor’s failure to submit and maintain an acceptable Progress Schedule may, in CDC’s discretion, and without limiting the materiality of Contractor’s other obligations under the Contract Documents, constitute grounds to declare Contractor in material breach of the Contract Documents.

11.1.D. Seven (7) Days after Commencement Date, but no later than the Preconstruction Conference (whichever is earlier), Contractor shall provide a preliminary Schedule of Values conforming to Section 012900 (Payment Procedures). See Section 012000 (Price and Payment Procedures) for further requirements regarding the Schedule of Values.

11.1.E. Unless otherwise provided in the Contract Documents, CDC will review for acceptability the schedules submitted in accordance with paragraph 11.1.B of this Document 007200. Contractor shall make corrections and adjustments to complete and resubmit the schedules and shall secure CDC’s written acceptance prior to submitting first payment request. Schedules shall be updated and completed as required by Sections 012900 (Payment Procedures), 013200 (Construction Progress Documentation) and 013300 (Submittal Procedures). No progress or mobilization payment shall be due or owing to Contractor until the schedules are submitted to and acceptable to CDC as meeting the requirements of the Contract Documents, including Sections 012900 (Payment Procedures), 013200 (Construction Progress Documentation) and 013300 (Submittal Procedures). CDC’s acceptance of Contractor’s schedules will not create any duty of care or impose on CDC any responsibility for the sequencing, scheduling or progress of Work nor will it interfere with or relieve Contractor from Contractor’s full responsibility therefore.

11.2 Commencement of Work Notification

11.2.A. Before commencing any portion of Work, Contractor shall inform CDC in writing as to time and place at which Contractor wishes to commence Work, and nature of Work to be done, in order that proper provision for inspection of Work may occur, and to assure measurements necessary for record and payment. Information shall be given to CDC in a reasonable time in advance of time at which Contractor proposes to begin Work, so that CDC may complete necessary preliminary work without inconvenience or delay to Contractor.

11.3 Submittals

11.3.A. Contractor shall submit Submittals to CDC (or Architect if CDC so designates) for review in strict accordance with Section 013300 (Submittal Procedures). Submission of a Submittal shall constitute Contractor’s representation that all requirements of Section 013300 (Submittal Procedures) have been complied with. All Submittals will be identified as CDC may require and in the number of copies specified in Section 013300 (Submittal Procedures).

11.3.B. Contractor shall not perform Work that requires submission of a Submittal prior to submission and favorable review of the Submittal. Where a Submittal is required by Contract Documents or the final Schedule of Submittals (if required) accepted by CDC, any related Work performed prior to CDC’s approval of the pertinent Submittal shall be at the sole expense, responsibility, and risk of Contractor.

11.4 Contractor To Supply Sufficient Workers And Materials
11.4.A. Unless otherwise required by CDC under the terms of Contract Documents, Contractor shall at all times keep on the Site materials and employ qualified workers sufficient to prosecute Work at a rate and in a sequence and manner necessary to complete Work within the Contract Time. This obligation shall remain in full force and effect notwithstanding disputes or claims of any type.

11.4.B. At any time during progress of Work should Contractor directly or indirectly (through Subcontractors) refuse, neglect, or be unable to supply sufficient materials or employ qualified workers to prosecute the Work as required, then CDC may issue a written notice to Contractor, requiring Contractor to accelerate the Work and/or furnish additional qualified workers or materials as CDC may consider necessary, at no cost to CDC. If Contractor does not comply with the notice within 5 Days of date of service thereof, CDC shall have the right (but not a duty) to provide materials and qualified workers to finish the Work or any affected portion of Work, as CDC may elect. CDC may, at its discretion, exclude Contractor from the Site, or portions of the Site or separate Work elements during the time period that CDC exercises this right. CDC will deduct from moneys due or which may thereafter become due under the Contract Documents, the sums necessary to meet expenses thereby incurred and paid to persons supplying materials and doing Work. CDC will deduct from funds or appropriations set aside for purposes of Contract Documents the amount of such payments and charge them to Contractor as if paid to Contractor. Contractor shall remain liable for resulting delay, including liquidated damages and indemnification of CDC from claims of others.

11.4.C. Exercise by CDC of the rights conferred upon CDC in paragraph 11.4.B of this Document 007200, is entirely discretionary on the part of CDC. CDC shall have no duty or obligation to exercise the rights referred to in paragraph 11.4.B of this Document 007200 and its failure to exercise such rights shall not be deemed an approval of existing Work progress or a waiver or limitation of CDC’s right to exercise such rights in other concurrent or future similar circumstances. The rights conferred upon CDC under paragraph 11.4.B of this Document 007200 are cumulative to CDC’s other rights under any provision of the Contract Documents.

11.4.D. The CDC may, if it deems necessary for reasons other than those described in Paragraph 10.6.B, direct Contractor to accelerate the Work by increasing crew sizes, working overtime (as permitted by law) and/or performing shift work. If directed to perform overtime and/or shift work, Contractor will work said overtime and/or shift work, and the CDC shall pay Contractor solely for the additional premium wages paid, plus taxes imposed by law on such additional wages. Unless otherwise directed by the CDC, accelerated work shall be performed utilizing the most cost-effective available method. For example, the CDC shall not be responsible to pay the premium for overtime work if the same work could have been performed on second shift utilizing a lower premium.

11.5 Contractor's Project Data

11.5.A. Contractor shall maintain full and correct information as to the number of workers employed in connection with each subdivision of Work, the classification and rate of pay of each worker in form of certified payrolls, the cost to Contractor of each class of materials, tools and appliances used by Contractor in Work, and the amount of each class of materials used in each subdivision of Work. Upon CDC’s request, Contractor shall provide CDC with copies of certified payrolls and related documentation. If Contractor maintains or is capable of generating summaries or reports comparing actual Project costs with Bid estimates or budgets, Contractor shall provide CDC with a copy of such report upon CDC’s request and whenever it is generated.

11.5.B. Contractor shall maintain daily project reports recording all significant activity on the job, including the number of workers on Site, Work activities, problems encountered and delays. Contractor shall provide CDC with copies for each Day Contractor works on the Project, to be delivered to CDC either the same Day or the following morning before starting Work at the Site. Contractor shall take monthly progress
photographs of all areas of the Work. Contractor shall maintain copies of all correspondence with Subcontractors and records of meetings with Subcontractors.

11.5.C. CDC shall have the right to audit and copy Contractor's books and records of any type, nature or description relating to the Project (including but not limited to financial records reflecting in any way costs claimed on the Project), and to inspect the Site, including Contractor’s trailer, or other job Site office, and this requirement shall be contained in the subcontracts of Subcontractors working on Site. CDC and any other applicable governmental entity shall have the right to inspect all information and documents maintained under this paragraph 11.5 at any time during the Project and for a period of five years following Substantial Completion. This right of inspection shall not relieve Contractor of its duties and obligations under the Contract Documents. This right of inspection shall be specifically enforceable in a court of law, either independently or in conjunction with enforcement of any other rights in the Contract Documents.

11.5.D. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Contract Modifications, Change Orders, Construction Change Directives, Force Account orders, and written interpretations and clarifications in good order and annotated to show all changes made during construction. These Project Record Documents, together with all approved Samples and a counterpart of all approved Shop Drawings, shall be maintained and available to CDC for reference. Upon completion of the Work, Contractor shall deliver to CDC, the Project Record Documents.

12 CLAIMS BY CONTRACTOR AND NON-JUDICIAL SETTLEMENT PROCEDURE

12.1 Scope

12.1.A. The claim notice and procedures described in this Article 12 apply to all claims and disputes arising under the Contract Documents, including without limitation any issue, claim or dispute by Contractor, any Subcontractor or material supplier. All Subcontractor and supplier claims shall be brought only through Contractor; under no circumstances shall any Subcontractor or supplier make any direct claim against CDC.

12.1.B. To submit a claim or dispute to the CDC, Contractor must submit a separate written statement expressly indicating that it is a claim submitted under this Article 12; a voucher, invoice, proposed change, Application for Payment, cost proposal, RFI, change order request, or any other routine or authorized form of request for payment is not a claim under the Contract Documents.

12.1.C. The provisions of this Article 12 constitute a claim presentation procedure by agreement under California Government Code Section 930.2, as well as other applicable laws, and constitute Contractor’s sole remedy for any claims and disputes under the Contract Documents. This Article 12 does not apply to submission of tort claims.

12.1.D. Notwithstanding any claim or dispute, Contractor shall continue to prosecute the Work in accordance with the determinations of CDC based on its interpretations of the Contract Documents pending resolution.

12.1.E. The provisions of this Article 12 shall survive termination, breach or completion of the Contract Documents. Contractor shall bear all costs incurred in the preparation and submission of claims.

12.2 Procedures

12.2.A. The parties shall comply with the provisions of California Public Contract Code Section 9204 with respect to all claims submitted by Contractor, including but not limited to claims for the following: (1) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by CDC under the Contract Documents; (2) payment by the CDC of money or damages arising from work done, or on behalf of, the Contractor pursuant to the Contract Documents and payment for which is not otherwise expressly provided or to which the Contractor is not
otherwise entitled; and (3) payment of an amount that is disputed by the CDC. A summary of the provisions of California Public Contract Code Section 9204 is set out in Document 14100 (Regulatory Requirements), Article 1.6.

12.2.B. For those claims submitted by Contractor which total $375,000 or less, the parties shall comply with the stricter timing requirements of California Public Contract Code Section 20104, et seq. A summary of the provisions of California Public Contract Code Section 20104, et seq. is set out in Section 14100 (Regulatory Requirements), Article 1.6.

12.2.C. Notwithstanding and pending the resolution of any claim or dispute, Contractor shall diligently prosecute the Work to final completion in accordance with CDC’s determination.

12.2.D. If Contractor is not satisfied with the resolution of Contractor’s claim pursuant to completion of the process set forth above, then Contractor is required to comply with California Government Code Section 910 and other requirements of the Government Claims Act (Government Code Sections 815, et seq.), to continue to pursue any claim against the CDC.

12.3 Subcontractor Claims
Contractor shall present as its claims all Subcontractor, sub-Subcontractor and supplier claims of any type, and prove them under the terms of the Contract Documents. CDC shall not be directly liable to any Subcontractor, any supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages or extra costs of any type arising out of or resulting from the Project.

12.4 Waiver
12.4.A. If Contractor fails to comply with this Article 12 and/or the provisions of California Public Contract Code Sections 9204 or 20104, et seq., as applicable, as to any claim, then Contractor shall waive its rights to such claim.

12.4.B. All claim(s), disputed Work items, or issue(s) not raised in a timely claim submitted under this Article 12, may not be asserted in any subsequent Government Code section 910 claim, litigation or legal action.

12.4.C. Contractor may request an extension of time to comply with the claims procedure herein, but must do so in advance of time periods expiring and CDC must give its approval in writing (which approval may be withheld by CDC in its sole discretion). As to any other feature of the claim procedure herein (and its claims waiver feature), it may not be waived or altered absent a written change order signed by both parties and approved as to form by their legal counsel.

12.4.D. CDC shall not be deemed to waive or alter any provision under this Article 12, if at CDC’s sole discretion, a claim is administered in a manner not in accord with this Article 12.

13 LEGAL AND MISCELLANEOUS

13.1 Laws And Regulations
13.1.A. Contractor shall keep fully informed of and shall comply with all laws, ordinances, regulations and orders of any properly constituted authority affecting the Contract Documents, Work and persons connected with Work, and shall protect and indemnify CDC and its officers, employees, consultants and agents against any claim or liability, including attorney’s fees, arising from or based on violation of law, ordinance, regulation or order, whether by Contractor or by Subcontractors, employees or agents. Authorized persons may at any time enter upon any part of Work to ascertain compliance of all applicable laws, ordinances, regulations and orders.

13.1.B. Whenever Drawings and Specifications require higher standards than are required by any applicable law, ordinance, regulation or order, Drawings and Specifications shall govern. Whenever Drawings and Specifications require something that will violate such laws, ordinances, regulations or orders, then such laws, ordinances, regulations or orders shall govern.

13.1.C. Contractor shall comply with applicable portions of Title 8 (Industrial Relations), Title
13.2 Permits And Taxes
13.2.A. CDC will pay applicable building permits, school, sanitation and water demand fees, except as otherwise provided in Section 011000 (Summary of Work). Unless otherwise noted in Section 011000 (Summary of work), Contractor shall procure all permits and licenses applicable to the Work (including environmental matters to the extent applicable); pay all charges and fees, including fees for street opening permits; comply with, implement and acknowledge effectiveness of all permits; initiate and cooperate in securing all required notifications or approvals therefore; and give all notices necessary and incident to due and lawful prosecution of Work. Contractor shall pay all fees related to deferred submittals such as, but not limited to, fire sprinkler system, underground utilities, fuel storage tank and fire alarm system. Contractor shall pay all sales and/or use taxes levied on materials, supplies, or equipment purchased and used on or incorporated into Work, and all other taxes properly assessed against equipment or other property used in connection with Work, without any increase in the Contract Sum. Contractor shall make necessary arrangements with proper authorities having jurisdiction over roads, streets, pipelines, navigable waterways, railroads, and other works in advance of operations, even where CDC may have already obtained permits for the Work.

13.3 Suspension Of Work
13.3.A. CDC may, without cause, order Contractor in writing to suspend, delay or interrupt Work in whole or in part for such period of time as CDC may determine. An adjustment shall be made for increases in cost of performance of Work of the Contract Documents caused by any such suspension, delay or interruption, calculated using the measures set forth in Section 012600 (Contract Modification Procedures). No adjustment shall be made to extent that:

13.3.B. Performance is, was or would have been so suspended, delayed or interrupted by another cause for which Contractor is responsible; or
13.3.C. An equitable adjustment is made or denied under any other provision of Contract Documents; or
13.3.D. The suspension of Work was the direct or indirect result of Contractor's failure to perform any of its obligations hereunder. Adjustments made in cost of performance may have a mutually agreed fixed or percentage fee; if the parties cannot agree, Contractor may file a claim under Article 12 of this Document 007200.

13.4 Termination Of Contract For Cause
13.4.A. CDC may declare Contractor in default of Contract Documents and CDC may terminate Contractor's right to proceed under the Contract Documents for cause:
13.4.B. Should Contractor make an assignment for the benefit of creditors; admit in writing its inability to pay its debts as they become due; file a voluntary petition in bankruptcy; be adjudged as bankrupt or insolvent; be the subject of an involuntary petition in bankruptcy which is not dismissed within 60 Days; file a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law, or regulation; file any answer admitting or not contesting the material allegations of a petition filed against Contractor in any such proceeding; or seek, consent to, or acquiesce in, the appointment of any trustee, receiver, custodian or liquidator of Contractor or of all or any substantial part of its properties or if Contractor, its directors or shareholders, take action to dissolve or liquidate Contractor; or
13.4.C. Should Contractor commit a material breach of the Contract Documents. If CDC declares Contractor in default due to material breach, however, CDC must allow Contractor an opportunity to cure such breach within 10 Days of the date of notice from CDC to Contractor providing notice of the default; or, if such breach is curable but not curable within such 10-Day period, within such period of time as is reasonably necessary to accomplish such cure; or

13.4.D. Should Contractor violate or allow (by a Subcontractor or other person or entity for which Contractor is responsible) a violation of any valid law, statute, regulation, rule, ordinance, permit, license or order of any governmental agency applicable to the Project or Work and does not cure (or cause to be cured) such violation within 10 Days of the date of the notice from CDC to Contractor demanding such cure; or, if such violation is curable but not curable within such 10-Day period, within such period of time as is reasonably necessary to accomplish such cure.

13.4.E. Contractor may avail itself of a time period in excess of the 10-Day periods provided in paragraphs 13.4.C and 13.4.C3 if, within that 10-Day period, Contractor provides CDC with a written plan to cure said breach or violation which is acceptable to the CDC. Such a plan may include, for example, evidence of necessary resources, Subcontractor commitments, schedules and recovery schedules meeting Contract Document requirements, and showing a realistic and achievable plan to cure the breach or violation. Contractor must then diligently commence and continue such cure according to the written plan.

13.4.F. If CDC at any time reasonably believes that Contractor is or may be in default under the Contract Documents as provided in paragraph 13.4.A, then CDC may in its sole discretion notify Contractor of this fact and request written assurances from Contractor of performance of the Contract Documents and a written plan from Contractor to remedy any default. Contractor shall, within 10 Days of CDC’s request, deliver a written cure plan which meets the requirements of the written plan deliverable under paragraph 13.4.C. Failure of Contractor to provide such written assurances of performance and the required written plan, within 10 Days of CDC’s request, will constitute a material breach of the Contract Documents sufficient to justify termination for cause.

13.4.G. In event of termination for cause, CDC will immediately serve written notice thereof upon Surety and Contractor. Surety shall have the rights and obligations set forth in Document 006113.13 (Performance Bond). Subject to the Surety’s rights under the Performance Bond (which rights are waived upon a default thereunder), CDC may take over the Work and prosecute it to completion by contract or by any other methods it deem advisable.

13.4.H. In the event of termination for cause by CDC as provided in paragraph 13.4.A:

13.4.I. CDC will compensate Contractor for the value of the Work delivered to CDC upon termination as determined in accordance with the Contract Documents, subject to all rights of offset and back charges, and provided that Contractor provides CDC with updated as-builds and Project Record Documents showing the Work performed up to the date of termination. However, CDC will not compensate Contractor for its costs in terminating the Work or any cancellation charges owed to third parties.

13.4.J. Contractor shall deliver to CDC possession of the Work in its then condition including, but not limited to, all designs, engineering, Project records, Project Record Documents, cost data of all types, Drawings and Specifications and contracts with vendors and Subcontractors, all other documentation associated with the Project, and all construction supplies and aids dedicated solely to performing the Work which, in the normal course of construction, would be consumed or only have salvage value at the end of the construction period. Contractor shall remain fully liable for the failure of any Work completed and materials and equipment provided through the date of such termination to comply with the provisions of the Contract Documents. The provisions of this paragraph 13.4.H shall not be interpreted to diminish any right which CDC may have to claim and recover damages for any breach of Contract Documents or otherwise, but rather, Contractor shall compensate CDC for all loss,
cost, damage, expense, and/or liability suffered by CDC as a result of such termination and failure to comply with Contract Documents.

13.4.K. CDC’s rights under paragraph 13.4.J shall be specifically enforceable to the greatest extent permitted by law. CDC shall, to the extent applicable, have all other rights and remedies set forth in any Contract Document.

13.4.L. CDC may terminate portions or parts of the Work for cause, provided these portions or parts (i) have separate geographic areas from parts or portions of the Work not terminated or (ii) are limited to the Work of one or more specific trades or Subcontractors. In such case, Contractor shall cooperate with other contractors as required under Article 6 of this Document 007200.

13.4.M. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience, and Contractor shall have no greater rights than it would have had following a termination for convenience. Any Contractor claim arising out of a termination for cause shall be made in accordance with Article 12 of this document and calculated in accordance with the provisions of the Contract Documents on Change Orders and claims. No other loss cost, damage, expense or liability may be claimed, requested or recovered by Contractor.

13.5 Termination Of Contract For Convenience

13.5.A. CDC may terminate performance of the Work under the Contract Documents in accordance with this clause in whole, or from time to time in part, whenever CDC shall determine that termination is in CDC’s best interest. Termination shall be effected by CDC delivering to Contractor notice of termination specifying the extent to which performance of the Work under the Contract Documents is terminated and the effective date of the termination.

13.5.B. After receiving a notice of termination under paragraph 13.5.A, and except as otherwise directed by CDC, Contractor shall:

13.5.C. Stop Work under the Contract Documents on date and to extent specified in notice of termination;

13.5.D. Place no further orders or subcontracts for materials, services, or facilities except as necessary to complete portion of Work under the Contract Documents which is not terminated;

13.5.E. Terminate all orders and subcontracts to extent that they relate to performance of Work terminated by the notice of termination;

13.5.F. Assign to CDC in manner, at times, and to extent directed by CDC, all right, title, and interest of Contractor under orders and subcontracts so terminated. CDC shall have the right, in its sole discretion, to settle or pay any or all claims arising out of termination of orders and subcontracts;

13.5.G. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with approval or ratification of CDC to extent CDC may require. CDC’s approval or ratification shall be final for purposes of this paragraph 13.5;

13.5.H. Transfer title to CDC, and deliver in the manner, at the times, and to the extent, if any, directed by CDC, all fabricated or unfabricated parts, Work in process, completed Work, supplies, and all other material produced as part of, or acquired in connection with performance of, Work terminated by the notice of termination, and completed or partially completed drawings, drawings, specifications, information, and other property which, if the Project had been completed, would have been required to be furnished to CDC;

13.5.I. Use its best efforts to sell, in manner, at times, to extent, and at price or prices that CDC directs or authorizes, any property of types referred to in paragraph 13.5.H, but Contractor shall not be required to extend credit to any purchaser, and may acquire any such property under conditions prescribed and at price or prices approved by CDC. Proceeds of transfer or disposition shall be applied to reduce payments to be made by CDC to Contractor under the Contract Documents or shall otherwise be credited to the price or cost of Work covered by Contract Documents or paid in such other manner as CDC may direct;
13.5.J. Complete performance of the part of the Work which was not terminated by the notice of termination; and

13.5.K. Take such action as may be necessary, or as CDC may direct, to protect and preserve all property related to Contract Documents which is in Contractor's possession and in which CDC has or may acquire interest.

13.5.L. After receipt of a notice of termination under paragraph 13.5.A, Contractor shall submit to CDC its termination claim, in form and with all certifications required by Article 12 of this Document 007200. Contractor's termination claim shall be submitted promptly, but in no event later than 6 months from effective date of the termination. Contractor and CDC may agree upon the whole or part of the amount or amounts to be paid to Contractor because of a total or partial termination of Work under this paragraph 13.5. If Contractor and CDC fail to agree on the whole amount to be paid to Contractor because of the termination of the Work under this paragraph 13.5, CDC's total liability to Contractor by reason of the termination shall be the total (without duplication of any items) of:

13.5.M. The reasonable cost to Contractor, without profit, for all Work performed prior to the effective date of the termination, including Work done to secure the Project for termination. Reasonable cost may not exceed the applicable percentage completion values derived from the Progress Schedule and the schedule of values. Deductions shall be made for cost of materials to be retained by Contractor, cost of Work defects performed, amounts realized by sale of materials, and for other appropriate credits against cost of Work. Reasonable cost will include reasonable allowance for Project overhead and general administrative overhead not to exceed a total of ten percent of direct costs of such Work. When, in CDC's opinion, the cost of any item of Work is excessively high due to costs incurred to remedy or replace Defective or rejected Work, reasonable cost to be allowed will be the estimated reasonable cost of performing the Work in compliance with requirements of Contract Documents and excessive actual cost shall be disallowed.

13.5.N. A reasonable allowance for profit on cost of Work performed as determined under paragraph 13.5.M, provided that Contractor establishes to CDC's satisfaction that Contractor would have made a profit had the Project been completed, and provided further that the profit allowed shall not exceed 5 percent of cost.

13.5.O. Reasonable costs to Contractor of handling material returned to vendors, delivered to CDC or otherwise disposed of as directed by CDC.

13.5.P. A reasonable allowance for Contractor's internal administrative costs in preparing termination claim.

13.5.Q. Except as provided in this paragraph 13.5.L, CDC shall not be liable for costs incurred by Contractor or Subcontractors after receipt of a notice of termination. Such non-recoverable costs include, but are not limited to, anticipated profits on Work not performed as of the date of termination, post-termination employee salaries, post-termination general administrative expenses, post-termination overhead or unabsorbed overhead, costs of preparing and submitting Contractor's Bid, attorney's fees of any type, and all costs relating to prosecution of claim or lawsuit.

13.5.R. CDC shall have no obligation to pay Contractor under this paragraph 13.5 unless and until Contractor provides CDC with updated and acceptable as-buils and Project Record Documents for Work completed prior to termination.

13.5.S. In arriving at the amount due Contractor under this clause, there shall be deducted:

13.5.T. All unliquidated advances or other payments on account previously made to Contractor which are applicable to the terminated portion of Contract Documents;

13.5.U. Any claim which CDC may have against Contractor in connection with Contract Documents; and

13.5.V. The agreed price for, or proceeds of sale of, any materials, supplies, or other things kept by Contractor or sold under provisions of this paragraph 13.5, and not otherwise recovered by or credited to CDC.

13.6 Contingent Assignment Of Subcontracts
13.6.A. Contractor hereby assigns to CDC each Subcontract for a portion of the Work, provided that:
13.6.B. The assignment is effective only after CDC’s termination of Contractor’s right to proceed under the Contract Documents (or portion thereof relating to that Subcontract) pursuant to paragraphs 13.4 or 13.5 of this Document 007200.
13.6.C. The assignment is effective only for the Subcontracts which CDC expressly accepts by notifying the Subcontractor in writing;
13.6.D. The assignment is subject to the prior rights, if any, of the Surety, obligated by Document 006113.13 (Performance Bond Form) provided under the Contract Documents, where the Surety exercises its rights to complete the Contract;
13.6.E. After the effectiveness of an assignment, Contractor shall, at its sole cost and expense (except as otherwise provided in paragraphs 13.4 or 13.5 of this Document 007200), sign all instruments and take all actions reasonably requested by CDC to evidence and confirm the effectiveness of the assignment in CDC; and
13.6.F. Nothing in this paragraph 13.6 shall modify or limit any of Contractor’s obligations to CDC arising from acts or omissions occurring before the effectiveness of any Subcontract assignment, including but not limited to all defense, indemnity and hold-harmless obligations arising from or related to the assigned Subcontract.

13.7 Remedies and Contract Integration
13.7.A. Subject to Contract Documents provisions regarding Contractor claims, claim review, and claim resolution, and subject to the limitations therein, the exclusive jurisdiction and venue for resolving all claims, counter-claims, disputes and other matters in question between CDC and Contractor arising out of or relating to Contract Documents, any breach thereof or the Project shall be the applicable court of competent jurisdiction located in the State of California, County of Sonoma. All CDC remedies provided in the Contract Documents shall be taken and construed as cumulative and not exclusive; that is, in addition to each and every other remedy herein provided; and in all instances CDC shall have any and all other equitable and legal rights and remedies which it would have according to law.
13.7.B. The Contract Documents, any Contract Modifications, and Change Orders shall represent the entire and integrated agreement between CDC and Contractor regarding the subject matters hereof and thereof and shall constitute the exclusive statement of the terms of the parties’ agreement. The Contract Documents, and any Contract Modifications and Change Orders, shall supersede any and all prior negotiations, representations or agreements, written or oral, express or implied, that relate in any way to the subject matter of the Contract Documents or written Modifications. CDC and Contractor represent and agree that, except as otherwise expressly provided in the Contract Documents, they are entering into the Contract Documents and any subsequent written Modification in sole reliance upon the information set forth or referenced in the Contract Documents or Contract Modifications and the parties are not and will not rely on any other information.
13.7.C. In any proceeding to enforce the Contract Documents, Contractor and CDC agree that the finder of fact shall receive detailed instructions on the meaning and operation of the Contract Documents, including their conditions, limitations of liability and remedies clauses, claims procedures and any other provisions impacting major defenses and theories of liability of the parties. Detailed findings of fact shall be requested, to verify Contract enforcement.
13.7.D. Either party’s waiver of any breach or failure to enforce any of the terms, covenants, conditions or other provisions of the Contract Documents at any time shall not in any way affect, limit, modify or waive that party’s right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision hereof, any course of dealing or custom of the trade or oral representations notwithstanding.

13.8 Patents
13.8.A. Fees or claims for any patented invention, article or arrangement that may be used upon or in any manner connected with performance of the Work or any part thereof
shall be included in the Bid price for doing the Work.

13.8.B. Contractor shall defend, indemnify and hold harmless CDC and each of its officers, employees, consultants and agents, including, but not limited to, the Commission and each CDC Representative, from all damages, claims for damages, costs or expenses in law or equity, including attorney’s fees, arising from or relating to any claim that any article supplied or to be supplied under the Contract Documents infringes on the patent rights, copyright, trade name, trademark, service mark, trade secret or other intellectual property right of any person or persons, or that the person or entity supplying the article does not have a lawful right to sell the same. Such costs or expenses for which Contractor agrees to indemnify and hold harmless the above indemnitees include, but are not limited to, any and all license fees, whether such fees are agreed by any indemnitee or ordered by a court or administrative body of any competent jurisdiction.

13.9 Substitution For Patented And Specified Articles
13.9.A. Except as noted specifically in Specifications, whenever in Specifications, material or process is designated by patent or proprietary name or by name of manufacturer, such designation shall be deemed to be used for purpose of facilitating description of material and process desired, and shall be deemed to be followed by the words “or Approved Equal” and Contractor may offer any substitute material or process that Contractor considers “equal” in every respect to that so designated and if material or process offered by Contractor is, in opinion of CDC, Equal in every respect to that so designated, its use will be approved. However, Contractor may utilize this right only by timely submitting Document 00660 (Substitution Request Form) as providedin Document 002113 (Instructions to Bidders). A substitution will be approved only if it is a true Equal item in every aspect of its design and quality, including but not limited to its dimensions, weights, service requirements, durability, functioning, impact on contiguous construction elements, overall schedule and design.

13.10 Interest Of Public Officers
No representative, commissioner, officer, or employee of CDC, no member of the governing body of the locality in which the Project is situated, no member of the locality in which CDC was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Project, during the tenure of the official or for one year thereafter, shall, as principal, agent, attorney or otherwise, be directly or indirectly interested, in the Contract Documents or the proceeds thereof.

13.11 Limit Of Liability
CDC, AND EACH OF ITS OFFICERS, COMMISSION MEMBERS, EMPLOYEES, CONSULTANTS AND AGENTS INCLUDING, BUT NOT LIMITED TO, ARCHITECT AND EACH OTHER CDC REPRESENTATIVE, SHALL HAVE NO LIABILITY TO CONTRACTOR FOR SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, EXCEPT TO THE LIMITED EXTENT THAT THESE CONTRACT DOCUMENTS OR APPLICABLE PUBLIC CONTRACTING STATUTES MAY SPECIFY THEIR RECOVERY.

13.12 Severability
Any provisions or portions thereof of Contract Documents that are prohibited by, unlawful, or unenforceable under any applicable law of any jurisdiction shall as to such jurisdiction be ineffective without affecting other provisions or portions thereof in the Contract Documents.

14 MODIFICATIONS OF CONTRACT DOCUMENTS
14.1 Alterations, Modifications And Force Account Work
14.1.A. No modification or deviation from the Drawings and Specifications will be permitted except by written Contract Modification.
14.1.B. CDC may, without notice to the sureties, make alterations, deviations, additions to, or deletions from Contract Documents; increase or decrease the quantity of any item
or portion of the Work; expand, contract or otherwise change the Contract Time; delete any item or portion of the Work; and/or require extra Work. Contractor shall perform such Work under applicable provisions of the Contract Documents, unless specifically provided otherwise at the time the change is ordered. In the case of any ordered extra Work, CDC reserves the right to furnish all or portions of associated labor, material, and equipment, which Contractor shall accept and use without payment for costs, markup, profit, or otherwise for such CDC-furnished labor, materials, and equipment.

14.1.C. If changes ordered in design, workmanship or materials are of such a nature as to increase or decrease the cost of any part of the Work, the price fixed in the Contract Documents shall be increased or decreased as set forth in a written Change Order by the amount that Contractor and CDC may agree upon as a reasonable and proper allowance for the cost increase or decrease. If an agreement cannot be reached, then CDC will reach a determination, which shall be final, subject to Contractor's rights under Article 12 of this Document 007200. In all cases, Contractor shall perform the changed Work as directed by CDC subject to Contractor's rights under Article 12 of this Document 007200.

14.1.D. A Change Order will become effective when signed by CDC. If CDC exercises its right to decide disputed issues pertaining to changed Work as set forth in Articles 12 and 14 of this Document 007200, then the resulting Change Order shall be effective when signed by CDC, notwithstanding that Contractor has not signed it.

14.1.E. Changes not affecting the Contract Time or Contract Sum of the Work, in CDC's discretion, may be set forth in a written RFI-Reply executed by CDC or Architect's Supplemental Instruction (ASI). Execution of such an RFI-Reply or ASI constitutes Contractor's agreement to make the specified change without change to the Contract Sum or the Contract Time.

14.1.F. Changes or deviations from Contract Documents affecting the Contract Time or Contract Sum of the Work shall not be made without the authority of an effective Change Order or Construction Change Directive as provided in Section 012600 (Contract Modification Procedures), except in cases of emergency discussed in Article 15 of this Document 007200.

14.1.G. Changes in the Work made pursuant to this Article 14 and extensions of Contract Time necessary by reason thereof shall not in any way release the guarantees and warranties given by Contractor pursuant to provisions of the Contract Documents, nor shall such changes in the Work relieve or release the Sureties of bonds executed pursuant to said provisions. The Sureties, in executing such bonds, shall be deemed to have expressly agreed to any such change in the Work and to any extension of time made by reason thereof.

14.1.H. Procedures for Modifications of Contract Documents and for calculating the cost of extra Work are given in Section 012600 (Contract Modification Procedures). Regarding delay and impact costs of any nature, Contractor may not seek delay compensation for on-Site or off-Site costs based on formulas, e.g., “Eichlay” or other formula. Rather, Contractor shall prove actual costs resulting from such delays. If Contractor requests compensation for delay to the construction, then Contractor shall prove and document actual costs plus markup per the cost categories and procedures in Section 012600 (Contract Modification Procedures) in order to request, claim or prove compensation for delay.

14.2 Time Allowances
14.2.A. The Contract Time may only be changed by Change Order or by Contract Modification, and all time limits stated in the Contract Documents are of the essence of Contract Documents.

14.2.B. The Contract Time will be adjusted in an amount equal to the time lost or added due to:

14.2.C. Changes in the Work ordered by CDC;

14.2.D. Acts or neglect by CDC, Architect, any CDC Representative, utility owners or other contractors performing other work, provided that Contractor has fully and
14.4. Completely performed its responsibilities under the Contract Documents; or
14.4.E. Fires, floods, epidemics, abnormal weather conditions beyond the parameters otherwise described or referenced in paragraph 14.4 below, earthquakes, civil or labor disturbances, strikes or acts of God, provided damages resulting therefrom are not the result of Contractor's failure to protect the Work as required by Contract Documents.
14.2.F. The Contract Time shall not be extended for any cause identified in paragraph 14.2.B above, however, unless:
14.2.G. Contractor actually has been prevented from completing any part of the Work within the Contract Time due to delay that is beyond Contractor's control and due to reasons for which Contractor is not responsible (delays attributable to and within the control of a Subcontractor, or its subcontractors, or supplier shall be deemed to be delays within the control of Contractor);
14.2.H. A claim for delay is made as provided herein; and
14.2.I. Contractor submits a Time Impact Evaluation as required under Section 013200 (Construction Progress Documentation) that demonstrates actual delay to critical Work activities that actually delay the progress of the Work in the amount of time requested.

14.3 Notice Of Delay
14.3.A. Within 7 Days of the beginning of any delay, Contractor shall notify CDC in writing, by submitting a notice of potential claim, of all anticipated delays resulting from the delay event in question. Any request for extension of time shall be accompanied by Contractor's written statement that the adjustment claimed is the entire adjustment to which the claimant is entitled as a result of the occurrence of said event, and shall include a written schedule document that demonstrates delay to the critical path using a Time Impact Evaluation as specified in Document 013200 (Construction Progress Documentation). CDC will determine all claims and adjustments in the Contract Time. No claim for an adjustment in the Contract Time will be valid and such claim will be waived if not submitted in accordance with the requirements of this paragraph 14.3.A.

14.4 Non-Compensable Time Extensions; Adverse Weather Parameters
14.4.A. Where Contractor is prevented from completing any part of the Work within the Contract Time due to delay beyond the reasonable control of Contractor and CDC (such as for conditions specified in paragraph 14.2.B.3), an extension of Contract Time, in an amount equal to the time lost due to such delay (without compensation), shall be Contractor's sole and exclusive remedy for such delay.
14.4.B. The adverse weather contingency for this Contract is provided in Document 007300 (Supplementary Conditions). Delays due to abnormal or adverse weather conditions will not be allowed for weather conditions that fall within the Contract's adverse weather contingency, nor will Contractor be entitled to any extension of Contract Time for any such delays. Contractor shall be entitled to an extension of Contract Time for adverse weather only if: (i) the number of workdays of adverse weather, recognize as provided in this paragraph 14.4, exceeds these parameters; (ii) Contractor proves that adverse weather actually caused delays to Work that is on the critical path; and (iii) Contractor satisfies the other requirements of this paragraph 14.4.
14.4.C. To qualify as an adverse weather day with respect to the foregoing parameters, daily rainfall must exceed 0.1 of an inch or more at the National Oceanic & Atmospheric Administration weather station identified in Document 007300 (Supplementary Conditions), and Contractor must give CDC written notice of its intent to claim an adverse weather day within one Day of the adverse weather day occurring. Contractor shall at all times employ all available mitigation measures to enable Work to continue.
14.4.D. Contractor shall include the foregoing rain parameters as in its Progress Schedule as required in Section 013200 (Construction Progress Documentation). As Work on the
critical path is affected by rain, Contractor shall notify CDC and request that the days be moved to the affected activities. Any adverse weather days remaining shall be considered Project float.

14.4.E. Subject to the other requirements of this paragraph, adverse weather days shall be recognized for the actual number of days Contractor proves it was delayed by adverse weather. For example, and not by way of limitation, if rain exceeding the amount described in paragraph 14.4.C does not in fact delay Contractor’s progress on the critical path, then no adverse weather days shall be recognized. Conversely, if Contractor proves that rain exceeding the amount described in paragraph 14.4.C causes delay to Contractor for a period longer than the number of rain days incurred (e.g., if it rains during grading Work), then all such days shall be recognized as adverse weather days.

14.4.F. Contractor shall take reasonable steps to mitigate potential weather delays, such as dewatering the Site, lime treatment, and covering Work and material that could be affected adversely by weather. Failure to do so shall be cause for CDC to not recognize adverse weather days, where Contractor could have avoided or mitigated the potential delay by exercising reasonable care.

14.5 Compensable Time Extensions

14.5.A. Contractor may receive a time extension and be compensated for delays caused directly and solely by CDC. Provided Contractor provides proper notice and documentation under Document 013200, such compensation may include extended field or home office overhead, field supervision, escalation charges, acceleration costs and extended subcontractor costs.

14.5.B. Contractor shall not be entitled to any time extension or compensation for any delays caused in whole or in part by Contractor’s failure to perform its obligations under the Contract Documents, or during periods of delay concurrently caused by Contractor and either CDC or others.

14.5.C. Contractor shall not be entitled to damages for delay to the Work caused by the following reasons:

14.5.D. CDC’s right to sequence the Work in a manner which would avoid disruption to CDC’s operations, contractors (and their subcontractors), and CDC’s employees exercised as a result of Contractor’s failure to perform its cooperation and coordination responsibilities required by Contract Documents; CDC’s enforcement of any government act or regulation; or the provisions of the Contract Documents; and

14.5.E. Extensive requests for clarifications to Contract Documents or Contract Modifications thereto, provided such clarifications or Contract Modifications are processed by CDC or its consultants in a reasonable time commensurate with Contract Documents requirements.

14.6 Liquidated Damages

14.6.A. Time is of the essence. Execution of Contract Documents by Contractor shall constitute acknowledgement by Contractor that Contractor understands, has ascertained and agrees that CDC will actually sustain damages in the amount fixed in the Contract Documents for each and every Day during which completion of Work required is delayed beyond expiration of time fixed for completion or extensions of time allowed pursuant to provisions hereof. Contractor and CDC agree that specified measures of liquidated damages shall be presumed to be the damages actually sustained by CDC as defined below, and that because of the nature of the Project, it would be impracticable or extremely difficult to fix the actual damages.

14.6.B. Liquidated damages shall be considered not as a penalty but as agreed monetary damage sustained by CDC for increased Project administration expenses, including extra inspection, construction management, architectural and engineering expenses and CDC staffing costs related to the Project and Contract Documents because Contractor failed to perform and complete Work within time fixed for completion or extensions of time allowed pursuant to provisions hereof. Liquidated
14.6.C. CDC may deduct from any money due or to become due to Contractor subsequent to time for completion of entire Work and extensions of time allowed pursuant to provisions hereof, a sum representing then-accrued liquidated damages. Should Contractor fall behind the approved Progress Schedule, CDC may deduct liquidated damages based on its estimated period of late completion. CDC need not wait until Final Completion to withhold liquidated damages from Contractor’s progress payments. Should money due or to become due to Contractor be insufficient to cover aggregate liquidated damages due, then Contractor forthwith shall pay the remainder of the assessed liquidated damages to CDC.

14.7 Differing Site Conditions

14.7.A. If Contractor encounters underground conditions that exceed the scope of the Work, Contractor shall promptly give CDC written notice of the condition, and shall give such notice before the conditions are disturbed, to include: (i) material that 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, and is not within the scope of Work (“hazardous waste”); (ii) subsurface or latent physical conditions at the site differing from those indicated by information about the Site made available to Bidders prior to the deadline for submitting Bids, that Contractor did not and could not have known about by performing its required pre-Bid investigations; or (iii) unknown physical conditions at the Site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for the Contract, that Contractor did not and could not have known about by performing its required pre-Bid investigations.

14.7.B. CDC shall promptly investigate the underground conditions, and if it finds that (i) the conditions do materially so differ in a manner Contractor did not anticipate and could not have anticipated, or do involve hazardous waste outside the scope of the Work, and (ii) cause a decrease or increase in Contractor’s cost of, or the time required for, performance of any part of the Work, then CDC shall initiate a change order under the procedures described in the contract, including but not limited to, issuing either a Request for Proposal or a Construction Change Directive under the procedures described in the Contract Documents, including without limitation Document 012600 (Contract Modification Procedures).

14.7.C. If CDC determines that underground conditions at the Site do not materially so differ in a manner Contractor did not anticipate and could not have anticipated, or do not involve hazardous waste outside the scope of the Work, or do not cause a decrease or increase in Contractor’s cost of, or the time required for, performance of any part of the Work, or for any other reason that that no change in terms of the Contract Documents is justified, CDC will so notify Contractor in writing, stating reasons.

14.7.D. In the event that a dispute arises between CDC and Contractor whether the conditions do materially so differ, or involve hazardous waste, and cause a decrease or increase in Contractor’s cost of, or the time required for, performance of any part of the Work, 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. 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 contracting parties.
14.7.E. Contractor shall not be entitled to any adjustment in the Contract Sum or Contract Time regarding claimed hazardous waste or materials, claimed Latent or materially different Site conditions (whether above or below grade) if:

14.7.F. Contractor knew of the existence of such conditions at the time Contractor submitted its Bid; or

14.7.G. Contractor should have known of the existence of such conditions at the time Contractor submitted its Bid, or should have learned of such conditions and mitigated their impact, as a result of having complied with the requirements of Contract Documents, including without limitation, the investigation requirements herein at Articles 2 and 10 of Document 007200;

14.7.H. The information or conditions claimed by Contractor to be Latent or materially different consist of information, conclusions, opinions or deductions made from underground conditions reports, of the kind that this Document 007200 precludes reliance upon; or

14.7.I. Contractor was required to give written notice and failed to do so within the time required.

14.7.J. If, because of a differing site condition as defined herein, Contractor does not agree to continue with Work based on a reasonable belief that it is unsafe, or does not agree to resume Work under special conditions, CDC may order the disputed portion of Work deleted from the Work, or performed by others, or CDC may invoke its right to terminate Contractor’s right to proceed under the Contract Documents in whole or in part, for convenience or for cause as the facts may warrant. If Contractor does not agree with CDC’s determination of any adjustment in the Contract Sum or Contract Time as a result, Contractor may make a claim as provided in Article 12 of this Document 007200.

14.8 Change Orders Related to Underground Facilities

14.8.A. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated in the materials supplied by CDC, is not on file at the “Underground Service Alert” regional notification center, or reasonably known to Contractor by performing its obligations in Articles 2 and 10 of this Document 007200, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby (and in no event later than 7 Days), and prior to performing any Work in connection therewith (except in an emergency as required by Article 15 of this Document 007200), identify the owner of such Underground Facility and give written notice to that owner and to CDC. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

14.8.B. Contractor shall be allowed an increase in the Contract Sum or an extension of the Contract Time, or both, for Underground Facilities either not shown or inaccurately shown in the Contract Documents, the information supplied pursuant to Document 003119 (Existing Condition Information), or in information on file at the “Underground Service Alert” regional notification center, only where the inaccuracy was (i) material and outside of the normal experience on projects of this nature, (ii) was not reasonably inferable from existing information, and (iii) directly results in a material, justifiable and actual increase in the cost of Contractor’s work. For example, if surface conditions such as pavement repairs, valve covers, or other markings, indicate the presence of an Underground Facility, or if the Underground Facility could be determined or its cost impact mitigated by performing the obligations in Articles 2 and/or 10 of this Document 007200, then an increase in the Contract Price or an extension of the Contract Time will not be due, even if the Underground Facility was not indicated or was shown at a different place or a different elevation in the Contract Documents, in the information supplied to Contractor pursuant to Document 003119 (Existing Conditions Information), or in information otherwise on file and available to Contractor.

14.8.C. Main Line and Trunk Line Utilities (Government Code Section 4215). Consistent with Government Code Section 4215, as between CDC and Contractor, CDC will be
responsible for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Site only if such utilities are not identified in the Contract Documents or Document 003119 (Existing Condition Information). CDC will compensate for the cost of locating and repairing damage not due to Contractor’s failure to exercise reasonable care, removing and relocating such main or trunk line utility facilities not indicated in the Contract Documents or Document 003119 (Existing Condition Information) with reasonable accuracy, and equipment on the Project necessarily idled during such work.

15 WORKING CONDITIONS AND PREVAILING WAGES

15.1 Use Of Site/Sanitary Rules
15.1.A. All portions of the Work shall be maintained at all times in neat, clean and sanitary condition. Contractor shall furnish toilets for use of Contractor’s and Subcontractors’ employees on the Site where needed, and their use shall be strictly enforced. All toilets shall be properly secluded from public observation, and shall be located, constructed and maintained subject to CDC’s approval.

15.1.B. Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Site and land areas identified in and permitted by Contract Documents and other land and areas permitted by applicable laws and regulations, rights of way, permits and easements or as designated by CDC, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, any improvement located thereon, or to the CDC or occupant thereof resulting from the performance of Work.

15.1.C. During the progress of the Work, Contractor shall keep the Site and the Project free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish and debris from and about the Site as well as all tools, appliances, construction equipment and machinery and surplus materials. Contractor shall leave the premises clean and ready for occupancy by CDC at Substantial Completion of Work. Contractor shall restore to original condition all property not designated for alteration by Contract Documents.

15.1.D. Contractor shall not load nor permit any part of any structure or pavement to be loaded in any manner that will endanger the structure or pavement, nor shall Contractor subject any part of Work or adjacent property to stresses or pressures that will endanger it. Contractor shall conduct all necessary existing conditions investigation regarding structural, mechanical, electrical or any other system existing, shall perform Work consistent with such existing conditions, and shall have full responsibility for insufficiencies or damage resulting from insufficiencies of existing systems, equipment or structures to accommodate performing the Work.

15.2 Protection Of Work, Persons, And Property
15.2.A. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with Work. Contractor shall comply with all safety requirements specified in any safety program established by CDC, or required by state, federal or local laws and ordinances. Contractor shall be responsible for all damage to Work, property or structures, and all injuries to persons, arising from the performance of Work of the Contract Documents.

15.2.B. Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss, and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property.

15.2.C. Contractor shall remedy all damage, injury or loss to any property referred to in
paragraph 15.2.A which is caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, supplier, or any other person or organization directly or indirectly employed by any of them to perform or furnish any Work, or anyone for whose acts any of them may be liable. Contractor's duties and responsibilities for safety and for protection of Work shall continue until such time as all the Work is completed and Final Acceptance of the Work. CDC and its agents do not assume any responsibility for collecting any indemnity from any person or persons causing damage to Contractor's Work.

15.2.D. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

15.2.E. CDC may, at its option, retain such moneys due under the Contract Documents as CDC deems necessary until any and all suits or claims against Contractor for injury to persons or property shall be settled and CDC receives satisfactory evidence to that effect.

15.3 Responsibility For Safety And Health

15.3.A. Contractor shall ensure that its and each tier of Subcontractors' employees, agents and invitees comply with applicable health and safety laws while at the Site. These laws include the Occupational Safety and Health Act of 1970 and rules and regulations issued pursuant thereto, and CDC's safety regulations as amended from time to time. Contractor shall comply with any CDC directions regarding protective clothing and gear.

15.3.B. Contractor shall be fully responsible for the safety of its and its Subcontractors' employees, agents and invitees on the Site. Contractor shall notify CDC, in writing, of the existence of hazardous conditions, property or equipment at the Site that are not under Contractor's control. Contractor shall be responsible for taking all the necessary precautions against injury to persons or damage to the property of Contractor, Subcontractors or persons from recognized hazards until the responsible party corrects the hazard.

15.3.C. Contractor shall confine all persons acting on its or its Subcontractors' behalf to that portion of the Site where Work under the Contract Documents is to be performed, CDC-designated routes for ingress and egress thereto, and any other CDC-designated area. Except those routes for ingress and egress over which Contractor has no right of control, within such areas, Contractor shall provide safe means of access to all places at which persons may at any time have occasion to be present.

15.4 Emergencies

15.4.A. In emergencies affecting the safety or protection of persons or Work or property at the Site or adjacent thereto, Contractor, without special instruction or authorization from CDC, is obligated to act to prevent threat and damage, injury or loss, until directed otherwise by CDC. Contractor shall give CDC prompt written notice if Contractor believes that any significant changes in Work or variations from Contract Documents have been caused thereby. If CDC determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Change Order or Construction Change Directive will be issued to document the consequences of such action.

15.5 Use of Roadways and Walkways

15.5.A. Contractor shall not unnecessarily interfere with use of any roadway, walkway or other facility for vehicular or pedestrian traffic. Before beginning any interference and only with CDC's prior concurrence, Contractor may provide detour, traffic control, or temporary bridge for traffic to pass around or over the interference, which Contractor shall maintain in satisfactory condition as long as interference continues. Unless otherwise provided in the Contract Documents, Contractor shall bear the cost of these temporary facilities.

15.6 Nondiscrimination

15.6.A. No person or entity shall discriminate in the employment of persons upon public
works because of race, religious creed, color, national origin, ancestry, physical
disability, mental disability, medical condition, marital status, sexual preference, or
gender of such persons, except as provided in Section 12940 of the Government Code.
Every contractor for public works violating the provisions of Section 1735 of the Labor
Code is subject to all the penalties imposed for a violation of Chapter 1, Part 7, Division
2 of the Labor Code.

15.7 Prevailing Wages

15.7.A. Contractor shall pay to persons performing labor in and about Work provided for in the
Contract Documents an amount equal to or more than the general prevailing rate of
per diem wages for (i) work of a similar character in the locality in which the Work is
performed and (ii) legal holiday and overtime work in said locality. The per diem wages
shall be an amount equal to or more than the stipulated rates contained in a schedule
that has been ascertained and determined by the Director of the California State
Department of Industrial Relations to be the general prevailing rate of per diem wages
for each craft or type of workman or mechanic needed to execute this Contract.
Contractor shall also cause a copy of this determination of the prevailing rate of per
diem wages to be posted at each Site, in addition to all other job site notices prescribed
by regulation. Copies of the general prevailing rates of per diem wages for each craft,
classification, or type of worker needed to execute the Contract, as determined by
Director of the State of California Department of Industrial Relations, are on file at
CDC’s Headquarters and are deemed included in the Bidding Documents. Upon
request, CDC will make copies available to any interested party. Contractor shall post
the applicable prevailing wage rates at the Site.

15.7.B. Contractor shall forfeit, as a penalty to CDC, Fifty Dollars ($50.00) for each laborer,
workman, or mechanic employed in performing labor in and about the Work provided
for in the Contract Documents for each Day, or portion thereof, that such laborer,
workman or mechanic is paid less than the said stipulated rates for any Work done
under the Contract Documents by him or her or by any Subcontractor under him or
her, in violation of Articles 1 and 2 of Chapter 1 of Part 7 of Division II of the California
Labor Code. The sums and amounts which shall be forfeited pursuant to this paragraph
15.7.B and the terms of the Labor Code shall be withheld and retained from payments
due to Contractor under the Contract Documents, pursuant to this Document 007200
and the Labor Code, but no sum shall be so withheld, retained or forfeited except from
the final payment without a full investigation by either the State Department of Industrial
Relations or by CDC. The Labor Commissioner pursuant to Labor Code Section 1775
shall determine the final amount of forfeiture.

15.7.C. Contractor shall insert in every subcontract or other arrangement which Contractor may
make for performance of Work or labor on Work provided for in the Contract, provision
that Subcontractor shall pay persons performing labor or rendering service under
subcontract or other arrangement not less than the general prevailing rate of per diem
wages for work of a similar character in the locality in which the Work is performed,
and not less than the general prevailing rate of per diem wages for holiday and
overtime work fixed in the Labor Code.

15.7.D. Contractor stipulates that it shall comply with all applicable wage and hour laws,
including without limitation Labor Code Sections 1725.5, 1776 and 1810-1815. Failure
to do so shall constitute a default under this Contract.

15.7.E. Contractor and its Subcontractors shall be responsible for compliance with Labor Code
Section 1776.

15.7.F. Contractor and Subcontractors must keep accurate payroll records, showing the name,
address, social security number, work classification, straight time and overtime hours
worked each Day and week, and the actual per diem wages paid to each journeyman,
apprentice, worker, or other employee employed by him or her in connection with the
Work of the Contract documents. Each payroll record shall contain or be verified by a
written declaration as required by Labor Code Section 1776.
15.7.G. The payroll records enumerated above must be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor as required by Labor Code Section 1776.

15.7.H. Contractor shall inform CDC of the location of records enumerated above, including the street address, city and county, and shall, within five working Days, provide a notice of a change of location and address.

15.7.I. Contractor or Subcontractor has 10 Days in which to comply subsequent to receipt of a written notice requesting the records enumerated above. In the event that Contractor or Subcontractor fails to comply with the 10-Day period, he or she shall, as a penalty to CDC on whose behalf the contract is made or awarded, forfeit $25.00 for each calendar Day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Contractor is not subject to a penalty assessment pursuant to this subparagraph due to the failure of a Subcontractor to comply with this subparagraph.

15.7.J. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall, and shall require all subcontractors to, furnish the records specified in Labor Code Section 1776 (e.g., electronic certified payroll records) directly to the Labor Commissioner in a format prescribed by the Labor Commissioner at least monthly.

15.7.K. Contractor and all Subcontractors shall be registered and qualified to perform public work pursuant to Labor Code Section 1725.5 as a condition to engage in the performance of any Work hereunder. Contractor shall verify that Subcontractors, including any Subcontractors that were not listed in the bid proposal, are registered pursuant to this paragraph 15.7.K.

15.7.L. If requested by CDC, Contractor shall also deliver certified payrolls and any related labor compliance documentation to CDC within 10 Days of CDC’s request.

15.8 Environmental Controls
15.8.A. Contractor shall comply with all rules, regulations, ordinances, and statutes that apply to any Work performed under the Contract. Documents including, without limitation, any toxic, water, and soil pollution controls and air pollution controls specified in Government Code Section 11017. Contractor shall be responsible for insuring that Contractor’s Employees, Subcontractors, and the public are protected from exposure to airborne hazards or contaminated water, soil, or other toxic materials used during or generated by activities on the Site or associated with the Project.

15.9 Shoring Safety Plan
15.9.A. At least 5 Days in advance of excavating any trench five feet or more in depth, Contractor shall submit to CDC a detailed plan showing the shoring, bracing and sloping design and other provisions to be made for worker protection from the hazard of caving ground during the excavation, as required by Labor Code Section 6705. A civil or structural engineer registered in California shall prepare and sign any plan that varies from the shoring system standards established by the State Construction Safety Orders.

15.9.B. During the course of Work, Contractor shall be responsible for determining where sloping, shoring, and/or bracing is necessary and the adequacy of the design, installation, and maintenance of all shoring and bracing for all excavation, including any excavation less than five feet in depth. Contractor will be solely responsible for any damage or injuries that may result from excavating or trenching. CDC’s acceptance of any drawings showing the shoring or bracing design or work schedule shall not relieve Contractor of its responsibilities under this subparagraph.

15.9.C. Cal/OSHA Permit. Contractor shall comply with Labor Code 6500 and shall obtain, as applicable, a permit as required by Cal/OSHA for each of the following:

15.9.D. Construction of trenches or excavations that are five feet or more in depth and into which a person is required to descend.
15.9.E. Construction or demolition of any building, structure, or scaffolding for falsework more than three stories high, or the equivalent height (36 feet).
15.9.F. Erection or dismantling of vertical shoring systems more than three stories high, or the equivalent height (36 feet).
15.9.G. The underground use of diesel engines in mines or tunnels.

END OF DOCUMENT
PART 1 GENERAL

1.1 SUMMARY
   A. This document includes requirements that supplement the paragraphs of Document 007200 (General Conditions).

1.2 SUPPLEMENTS

1.3 EXISTING UTILITIES
   A. Drawings may indicate above-and below-grade structures, drainage lines, storm drains, sewers, water, gas, electrical, chemical, hot water, and other similar items and utilities, and additional information may be on file at the regional notification center, the "Underground Service Alert" ("USA") center. Contractor shall locate these known existing installations before proceeding with trenching or other operations that may cause damage, shall maintain them in service where appropriate, and shall repair any damage to them caused by the Work, at no increase in Contract Sum. Additional utilities whose locations are unknown to CDC are suspected to exist. Contractor shall be alert to their existence; if they are encountered, Contractor shall immediately report to CDC for disposition of the same. In addition to reporting if any utility is damaged, Contractor shall take appropriate action as provided in this Document 007300. Additional compensation or extension of time on account of utilities not shown or otherwise brought to Contractor’s attention, including reasonable action taken to protect or repair damage, shall be determined as provided in this Document 007300.

   B. At no additional cost to CDC, Contractor shall incorporate into the Work main or trunk line utilities identified in the Contract Documents and other utilities or underground structures known or reasonably discernible that will remain in service, including reasonable adjustments to the design location (including minor relocations) of the existing or new installations. Contractor shall take immediate action to restore any in service installations damaged by Contractor’s operations. Should CDC determine that Contractor has not responded in a timely manner or not diligently pursued restoration of service, CDC may restore service and deduct the costs of such action by CDC from the amounts due under the Contract.

   C. Consistent with Government Code Section 4215, as between CDC and Contractor, CDC will be responsible for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Site only if such utilities are not identified in the Contract Documents or Document 003119 (Existing Condition Information). CDC will compensate Contractor for the cost of locating and repairing damage not due to Contractor’s failure to exercise reasonable care, removing and relocating such main or trunk line utility facilities not indicated in the Contract Documents or Document 003119 (Existing Condition Information) with reasonable accuracy, and equipment on the Project necessarily idled during such Work.

   D. Prior to performing Work at the Site, Contractor shall lay out the locations of known underground utilities that are to remain in service and other significant known underground installations. At no additional cost to CDC, prior to commencing other Work in proximity to such known underground utilities or installations that can be readily inferred from adjacent surface improvements, Contractor shall further locate, by carefully excavating with small equipment, potholing and principally by hand, such utilities or installations that are to remain and that are subject to damage. This obligation applies to all utilities (including, but not limited to, those referenced in paragraph 1.3.C of this Document 007300).

   E. Nothing in this Document 007300 shall be deemed to require CDC to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Site can be inferred by Contractor from the presence of an underground transmission main or other visible facilities, such as buildings, new asphalt, meters and junction boxes, on or adjacent to the Site. Contractor shall immediately secure all available information and notify CDC and utility, in writing, of its discovery, while performing Work under the Contract Documents, of any utility facilities not identified in the Drawings and Specifications.
1.4 UNDERGROUND FACILITIES
A. Before commencing Work of digging trenches or excavation, Contractor shall review all information available regarding subsurface conditions, including but not limited to information supplied in Document 003119 (Existing Condition Information), and subject to the terms and conditions of these documents, Contractor shall also comply with Government Code Sections 4216 to 4216.9, and in particular Section 4216.2 which provides, in part:

1) “Except in an emergency, every person planning to conduct any excavation shall contact the appropriate regional notification center at least two working days, but no more than 14 calendar days, prior to commencing that excavation, if the excavation will be conducted in an area which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the excavator, and, if practical, the excavator shall delineate with white paint or other suitable markings the area to be excavated. The regional notification center shall provide an inquiry identification number to the person who contacts the center and shall notify any member, if known, who has a subsurface installation in the area of the proposed excavation.”

2) Contractor shall contact USA, and schedule the Work to allow ample time for the center to notify its members and, if necessary, for any member to field locate and mark its facilities. Contractor is charged with knowledge of all subsurface conditions reflected in USA records. Prior to commencing excavation or trenching Work, Contractor shall provide CDC with copies of all USA records secured by Contractor. Contractor shall advise CDC of any conflict between information provided in Document 003119 (Existing Condition Information), the Drawings and that provided by USA records. Contractor’s excavation shall be subject to and comply with the Contract Documents.

3) In addition, CDC owns certain underground facilities which may not be reflected in USA records or those of other utility companies. Contractor shall notify CDC’s representative prior to commencing any excavation in locations not shown clearly and unambiguously in the Contract Documents and shall allow ample time for CDC to locate and mark its facilities.

B. The cost of all of the following will be included in the Contract Sum and Contractor shall have full responsibility for (a) reviewing and checking all available information and data including, but not limited to, Document 003119 (Existing Condition Information) and information on file at USA; (b) locating all Underground Facilities shown or indicated in the Contract Documents, available information, or indicated by visual observation including, but not limited to, and by way of example only, engaging qualified locating services and all necessary backhoeing and potholing; (c) coordinating the Work with the owners of such Underground Facilities during construction; and (d) the safety and protection of all such underground Facilities and repairing any damage thereto resulting from the Work.

C. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated in the materials supplied by CDC or in information on file at USA or is otherwise reasonably available to Contractor, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby (and in no event later than seven Days), and prior to performing any Work in connection therewith (except in an emergency as required by Article 15.4.A of Document 007200), identify the Owner of such Underground Facility and give written notice to that Owner and to CDC. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. Contractor shall be allowed an increase in the Contract Sum or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any Underground Facility that is owned and was built by CDC only where the Underground Facility:

1) Was not shown or indicated in the Contract Documents or in the information supplied pursuant to Document 003119 (Existing Condition Information) or in information on file at USA; and

2) Contractor did not know of it; and

3) Contractor could not reasonably have been expected to be aware of it or to have anticipated it from the information available. (For example, if surface conditions such as pavement repairs, valve covers, or other markings, indicate the presence of an Underground Facility, then an increase in the Contract Sum or an extension of the Contract Time will not be due, even if the Underground Facility was not indicated in the Contract Documents, in the information supplied to Contractor pursuant to Document 003119 (Existing Condition Information), in information on file at USA, or otherwise reasonably available to Contractor.)
E. Contractor shall bear the risk that Underground Facilities may differ in nature or locations shown in information made available by CDC pursuant to Document 003119 (Existing Condition Information), in information on file at USA, or otherwise reasonably available to Contractor. Underground Facilities are inherent in construction involving digging of trenches or other excavations and Contractor is to apply its skill and industry to verify the information available.

1.5 WEATHER DELAYS
A. Delays due to abnormal or adverse weather conditions will not be allowed for weather conditions that fall within the parameters listed herein. Adverse weather delays may be allowed only if the number of workdays of adverse weather exceeds the adverse weather contingency and Contractor proves that adverse weather actually caused delays. Contractor shall give written notice of intent to claim an adverse weather Day within one (1) Day of the adverse weather delay occurring. Rain parameters are listed below.

B. The Adverse Weather Contingency for this contract will be 15 work days, and Contractor shall include in the project schedule at least 5 work days for adverse weather. The total number of rain days constitutes the Adverse Weather Contingency to be included in the project schedule as described in Document 013200 (Construction Progress Documentation). The Adverse Weather Contingency is included in the total Contract Time. In order to qualify as an adverse weather delay with respect to the foregoing parameters, daily rainfall must exceed 0.10 of an inch or more at the Santa Rosa, California station, as measured by the National Oceanic & Atmospheric Administration, and Contractor shall prove that the rain actually caused delay.

C. Contractor shall include the foregoing rain parameters as a monthly activity in its Progress Schedule. As Work on the critical path is affected by rain, Contractor shall notify CDC and request that the Days be moved to the affected activities. Any adverse weather Days remaining shall be considered Project Float.

1.6 PRELIMINARY SCHEDULE OF SUBMITTALS
A. Seven (7) Days after Commencement Date, but no later than the Preconstruction Conference (whichever is earlier), a preliminary schedule of Submittals that shall list each required Submittal and the times for submitting, reviewing and processing such Submittal, as required by Document 013300 (Submittal Procedures). If no such schedule is agreed upon, then all Submittals shall be completed and submitted within 21 Days after receipt of Notice of Award from CDC.

END OF DOCUMENT
DOCUMENT 007316

INSURANCE REQUIREMENTS

This document includes requirements that supplement, and are incorporated into, paragraph 4.1.A of Document 007200 (General Conditions).

A. Contractor - Required Insurance

At or before the date specified in Document 002113 (Instructions to Bidders), Contractor shall furnish to CDC satisfactory proof that Contractor has obtained the following insurance as specified below.

CDC reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurancerequirements set forth in this Contract, or failure to identify any insurance deficiency, shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insuranceat all times during the performance of this Contract.

1. Workers Compensation Insurance & Employers Liability Insurance

   a. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
   
   b. Employers Liability with minimum limits of $1,000,000 per Accident; $1,000,000 Disease per employee; $1,000,000 Disease per policy.
   
   c. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against CDC.
   
   d. Required Evidence of Insurance:
      
      i. Subrogation waiver endorsement; and,
      
      ii. Certificate of Insurance.

If injury occurs to any employee of Contractor, Subcontractor or sub-subcontractor for which the employee, or the employee’s dependents in the event of employee’s death, is entitled to compensation from CDC under provisions of the Workers Compensation Insurance and Safety Act, as amended, or for which compensation is claimed from CDC, CDC may retain out of sums due Contractor under Contract Documents, amount sufficient to cover such compensation, as fixed by the Act, as amended, until such compensation is paid, or until it is determined that no compensation is due. If CDC is compelled to pay compensation, CDC may, in its discretion, either deduct and retain from the Contract Sum the amount so paid, or require Contractor to reimburse CDC.

2. General Liability Insurance

   a. Commercial General Liability Insurance on a standard occurrence form, no less broad than ISO form CG 00 01.
   
   b. Minimum Limits: The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, CDC requires and shall be entitled to coverage for the higher limits maintained by Contractor.
      
      i. Projects under $1,000,000: $1,000,000 per Occurrence; $2,000,000 General Aggregate; $2,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each Project.
      
      ii. Projects from $1,000,000 - $4,999,999: $2,000,000 per Occurrence; $4,000,000 General Aggregate; $4,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each Project.
iii. Projects from $5,000,000 - $9,999,999: $5,000,000 per Occurrence; $5,000,000 General Aggregate; $5,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each Project.

iv. Projects $10,000,000 and Over: Minimum Limits: $10,000,000 per Occurrence; $10,000,000 General Aggregate; $10,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each Project.

c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be approved in advance by CDC. Contractor is responsible for any deductible or self-insured retention and shall fund it upon CDC’s written request, regardless of whether Contractor has a claim against the insurance or named as a party in any action involving the CDC.

d. Insurance shall be maintained for the entire period of the Work including any warranty period. Completed operations insurance shall be maintained after the end of the warranty period for the additional periods specified below:

i. Projects under $1,000,000: one (1) year after the end of the warranty period.

ii. Projects from $1,000,000 - $4,999,999: two (2) years after the end of the warranty period.

iii. Projects from $5,000,000 - $9,999,999: three (3) years after the end of the warranty period.

iv. Projects $10,000,000 and Over: five (5) years after the end of the warranty period.

e. The Sonoma County CDC, its Commission, and the CDC’s employees, representatives, consultants, and agents, shall be endorsed as additional insureds for liability arising out of ongoing and completed operations by or on behalf of the Contractor in the performance of the Contract Documents. Additional insured status shall continue for the periods specified in Section 2.d. above.

f. The additional insured endorsement for completed operations shall not be restricted to work performed during the current policy period.

g. Guillermo Sanchez real property owner shall be an additional insured for liability arising out of Contractor’s ongoing operations (ISO endorsement CG 20 26, Additional Insured – Designated Person or Organization, or equivalent).

h. Anderson Brule shall be additional insureds for liability arising out of Contractor’s ongoing operations (ISO endorsement CG 20 32, Additional Insured – Engineers, Architects or Surveyors Not Engaged by the Named Insured, or equivalent).

i. The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “f” definition of insured contract in ISO form CG 00 01, or equivalent).

j. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.

k. The policy shall not exclude injury or damage caused by, or resulting from, explosion, collapse and/or underground hazards.

l. The policy shall not contain a Contractors' Warranty or other similar language which eliminates or restricts insurance because of a subcontractor's failure to carry specific insurance or to supply evidence of such insurance.

m. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against all persons or entities that are, or are required to be, additional insureds.

n. The policy shall cover inter-insured suits between Contractor and the additional insureds and shall include a “separation of insureds” or “severability” clause which treats each insured separately.

o. Required Evidence of Insurance:

   i. Additional insured endorsements or policy language granting additional insured status;
   
   ii. Endorsement or policy language indicating that insurance is primary and non-contributory; and,

   iii. Certificate of Insurance.
3. **Automobile Liability Insurance**

   a. Minimum Limits:
      i. Projects under $1,000,000: $1,000,000 combined single limit per accident.
      ii. Projects $1,000,000 and Over: $2,000,000 combined single limit per accident.

   b. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Umbrella Liability Insurance.

   c. Insurance shall cover all owned, hired and non-owned vehicles.

   d. The Sonoma County CDC, its Commission, and the CDC’s employees, representatives, consultants, and agents shall qualify as insureds.

   e. Insurance shall be maintained for the entire term of this Contract, including any warranty period.

   f. **Required Evidence of Insurance:**
      i. Endorsement or policy language indicating that CDC, its Commission, and the CDC’s employees, representatives, consultants, and agents, are insureds; and,
      ii. Certificate of Insurance.

4. **Professional Liability/Errors & Omissions Insurance**

   *Required only if the Contractor or its employees engage in design or professional activities (architecture, engineering or surveying) which are not subcontracted out.*

   a. Minimum Limit: $1,000,000 per claim or per occurrence.

   b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be approved in advance by CDC.

   c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.

   d. Insurance applicable to the work performed under the Contract shall be continued for two (2) years after completion of the work. Such continuation insurance may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Contract.

   e. **Required Evidence of Insurance:** Certificate of Insurance.

5. **Increase of Minimum Limits**

   Required minimum amounts of insurance may be increased should conditions of Work, in opinion of CDC, warrant such increase. Contractor shall increase required insurance amounts upon direction by CDC.

6. **Standards for Insurance Companies**

   Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

7. **Documentation**

   a. The Certificate of Insurance shall include the following reference: Mitote Food Park Construction.

   b. Contractor agrees to maintain current Evidence of Insurance on file with CDC for the periods specified above in Sections 1-5. Any requirement to maintain insurance after Final Completion of the Work, including providing Certificates evidencing required Insurance, shall survive the Contract.

   c. Required Evidence of Insurance shall be submitted to Paul Osmundson at the following email address: paul.osmundson@sonoma-county.org. Evidence of Insurance shall be submitted for any renewal or replacement of a policy.
d. Contractor shall provide immediate written notice if: (1) any of the required insurance policies are terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.

e. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

8. Material Breach

If Contractor fails to maintain Insurance which is required pursuant to the Contract Documents, it shall be deemed a material breach. CDC, at its sole option, may terminate the Contract for default and obtain damages from Contractor resulting from said breach. Alternatively, CDC may purchase the required Insurance, and without further notice to Contractor, CDC may deduct from sums due to Contractor any premium costs advanced by CDC for such insurance. These remedies shall be in addition to any other remedies available to CDC under the Contract Documents or Law.

B. Subcontractors - Required Insurance

With respect to their portion of the work, Subcontractors of all tiers shall maintain the same insurance required to be maintained by Contractor with limits as follows:

1. Minimum General Liability Limits for Framing, Mechanical, and Electrical Subcontractors:
   a. Projects under $1,000,000: 1,000,000 per Occurrence; $2,000,000 General Aggregate; $2,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each Project.
   b. Projects $1,000,000 and Over: $2,000,000 per Occurrence; $4,000,000 General Aggregate; $4,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each Project.

2. Minimum General Liability Limits for all Subcontractors other than Framing, Mechanical, and Electrical Subcontractors: $1,000,000 per Occurrence; $2,000,000 General Aggregate; $2,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each Project.

3. Minimum Automobile Liability Limits: $1,000,000 combined single limit per accident.

4. Minimum Employers Liability Limits: $1,000,000 per Accident; $1,000,000 Disease per employee; $1,000,000 Disease per policy.

5. Professional Liability/Errors & Omissions Insurance (Required for any architect, engineer, surveyor or other licensed professional engaged by Contractor to perform portions of the Work)
   a. Minimum Limit: $1,000,000 per claim or per occurrence.
   b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be approved in advance by CDC.
   c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
   d. Coverage applicable to the work performed under the Contract shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Contract.
   e. Required Evidence of Insurance: Certificate of Insurance.
1.1 Contractor and subcontractors shall comply with the requirements of California Labor Code Sections 1776, 1777.5, and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.

1.2 Section 1777.5, as amended, requires a contractor or subcontractor employing tradespersons in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of a public works project and which administers the apprenticeship program in that trade for a certification of approval. The certificate shall also fix the ratio of apprentices to journeypersons that will be used in performance of the contract. The ratio of work performed by apprentices to journeypersons in such cases shall not be less than one hour of apprentices work for every five hours of labor performed by journeypersons (the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeypersons), except:

A. When unemployment for the previous three-month period in the area exceeds an average of 15 percent;

B. When the number of apprentices in training in the area exceeds a ratio of one to five;

C. When a trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally; or

D. Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyperson.

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

1.4 Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of the California Department of Industrial Relations, or from the Division of Apprenticeship Standards and its branch offices.

END OF DOCUMENT
ADDENDA

MITOTE FOOD PARK CONSTRUCTION

(Addenda have been incorporated into the conformed Project Manual.)

END OF DOCUMENT
DOCUMENT 009114

ADDENDUM SAMPLE

ADDENDUM NUMBER 1

Issued: [Addendum Issue Date], 20

MITOTE FOOD PARK CONSTRUCTION

FROM: Sonoma County CDC
1440 Guerneville Road
Santa Rosa, CA 95403

TO: Prospective Bidders

This Addendum forms a part of and modifies the Project Manual dated [Project Manual Date], 20 . [Add option to list date of prior Addenda, if any] Bidder shall acknowledge receipt of this Addendum in the space provided in Document 004113 (Bid Form).

Double-underline designates text to be inserted; strikethrough designates text to be deleted.

Addendum Number 1 consists of 2 pages (size 8 ½” x 11”) and [# Drawings] revised Drawings.

1.1 GENERAL CHANGES
A. No changes.
B.

1.2 CHANGES TO PRIOR ADDENDA
A. No changes.
B.

1.3 CHANGES TO INTRODUCTORY INFORMATION AND BIDDING REQUIREMENTS
A. No changes.
B. Document [004113 (Bid Form)]
   1) Paragraph ______, [add or change or delete] Bid Item ______.
   a.
   2) Bidder shall use the revised Document [004113 (Bid Form)] attached, marked “[REVISED / /]” in its Bid.

1.4 CHANGES TO CONTRACTING REQUIREMENTS
A. No changes.
B. Document [005213 (Agreement-Stipulated Sum)]
   1) [New] Bid Item ______ will be added to [or changed in] or [deleted from] the final Contract Documents.

1.5 CHANGES TO CONDITIONS OF THE CONTRACT
A. No changes.
B. Document [_____] (Title of Document)
   1) Insert the following after Paragraph [_____]:
   2) Delete Paragraph [_____], in its entirety.
   3) Modify Paragraph [_____], as follows: [Copy a paragraph from the specs and use strikeouts and double underlines (or boxes)]

1.6 CHANGES TO SPECIFICATIONS
A. No changes.
B. Section [____] (Title of Section)
   1) Insert the following after Paragraph [____]:
   2) Delete Paragraph [____], in its entirety.
   3) Modify Paragraph [____], as follows: [Copy a paragraph from the specs and use strikeouts and double underlines (or boxes)]

1.7 CHANGES TO DRAWINGS
A. No changes.

1.8 QUESTION(S)/ANSWER(S)
A. No questions received as of issue date. CDC's responses to Bidder questions shall be for the purposes of interpretation and clarification of the Contract Documents only, and shall not be construed as changing, superceding, or contradicting any express term in the Contract Documents. If any Bidder believes that a response to a question warrants a change in any term in the Contract Documents, the Bidder shall so request the change be made in writing addressed to CDC and received no later than the latest date for submitting Bidder questions. In the absence of a change in any term of the Contract Documents, the express terms of the Contract Documents shall have precedence. Bidder questions are listed below verbatim.

B. [Bidder's Name]
   1) [List question verbatim]
   2) CDC's response: samples: "This is in the Contract Documents" "Bid it as you see it"
      "The Agency finds this question ambiguous and cannot answer it"

C. [Bidder's Name]
   1) [List question verbatim]
   2) CDC's response: ______

D. [Bidder's Name]
   1) [List question verbatim]
   2) CDC's response: ______

E. [Bidder's Name]
   1) [List question verbatim]
   2) CDC's response: ______

END OF DOCUMENT