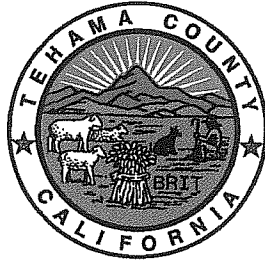


BID PACKET COUNTY OF TEHAMA



JAIL CELL SAFETY PADDING PROJECT

BIDS DUE ON OR BEFORE:

10:00 A.M.

MONDAY, DECEMBER 29, 2014

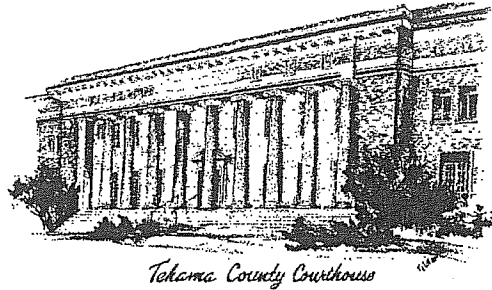
CONTENTS

TOTAL PAGES

NOTICE TO CONTRACTORS	1
PROJECT DESCRIPTION	1
BIDDING REQUIREMENT SUMMARY	1
INSTRUCTIONS TO BIDDERS	5
PROPOSAL BID FORMS	5
NON COLLUSION AFFIDAVIT.....	1
BIDDERS BOND	3
AGREEMENT	5
PERFORMANCE BOND	3
GENERAL CONDITIONS	39
SUPPLEMENTARY CONDITIONS	5
GENERAL REQUIREMENTS.....	29
SPECIFICATIONS.....	3
PHOTOGRAPHS.....	10

Board of Supervisors
COUNTY OF TEHAMA

District 1 – Steve Chamblin
District 2 – Candy Carlson
District 3 – Dennis Garton
District 4 – Bob Williams
District 5 – Burt Bundy



Williams J. Goodwin
Chief Administrator

NOTICE TO CONTRACTORS

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the County of Tehama, will receive bids for the **“JAIL CELL SAFETY PADDING PROJECT”**.

Bids shall be submitted on forms included in the Bid Packet. Copies of the Bid Packet and the drawings may be obtained from Tehama County Administration, 727 Oak Street, Red Bluff, CA 96080, (530) 527-4655, Attn: Dava Kohlman.

Copies are on file and open to public inspection at Tehama County Administration at the above address. Bid documents can also be examined at area Builders Exchanges and on the County website at www.co.tehama.ca.us under “Bidding Opportunities”.

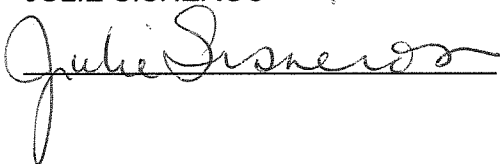
Bids must be received at Tehama County Administration, 727 Oak Street, Room #202, Red Bluff, CA 96080 not later than **10:00 a.m. on Monday, December 29, 2014**, at which time the Project Coordinator will open said bids. Bids shall be submitted in sealed envelopes and marked in the upper left hand corner, **“JAIL CELL SAFETY PADDING PROJECT”**, together with the name and address of the bidder. The bids will be opened and read publicly and bidders or their agents are invited to be present.

There is no mandatory pre-bid meeting. For a site visit to view jail cells, please contact Dava Kohlman at (530) 527-4655, ext. 3044.

Pursuant to Section 1770 and following of the Labor Code, the Contractor for the work will be required to pay, at least, the general prevailing wage rates as determined by the Director of the Department of Industrial Relations of the State of California. Questions or wage rates pertaining to the general prevailing wage should be directed to the Division of Labor Statistics and Research, P.O. Box 420603, San Francisco, CA 94142-0603 or <http://www.dir.ca.gov/DLSR/PWD/TEH.xls>

Bid bond and performance bonds are required. The County reserves the right to reject any and all bids and waive any informalities or irregularities in the bidding. Each bidder must be appropriately licensed in the State of California for this project as required by law.

PURCHASING AGENT,
JULIE SISNEROS



Publish in the Red Bluff Daily News on December 17, 2014 and December 23, 2014. Send proof of publication and invoice to: Tehama County Administration, 727 Oak Street, Red Bluff, CA 96080. Prior to publication, please fax proof to 527-3764, Attn: Dava Kohlman

PROJECT DESCRIPTION

JAIL CELL SAFETY PADDING PROJECT

All labor and material required to repair the safety padding in two jail cells located at the Tehama County Jail, 502 Oak Street, Red Bluff, CA 96080. Required repairs are as follows:

- 1) Room H103: Provide all labor and material required to replace one square foot area around drain. Labor and material to refurbish entire floor (sand down and repair any small gouges or holes and apply a new top coat over repairs).
- 2) Room H015: Provide all labor and material required to tear out and replace padding on one wall, approximately 10' x 6', repair areas on the floor and around the doorway. Labor and material to refurbish all walls and the entire floor (sand down and repair any small gouges or holes and apply a new top coat over repairs).

BIDDING REQUIREMENT SUMMARY

1. PROJECT TITLE: Jail Cell Safety Padding Project
2. PROJECT LOCATION: 502 Oak Street
Red Bluff, CA 96080
3. BID OPENING DATE: Monday, December 29, 2014 @10:00 a.m.
4. BID PLACE: Tehama County Administration
727 Oak Street, Room #202
Red Bluff, CA 96080
5. MANDATORY PRE BID MEETING: None
6. BID SECURITY: 10% of maximum amount of bid
7. CONSTRUCTION TIME PERIOD: 10 Working Days
8. LICENSE REQUIREMENTS: B – General Building Contractor
9. LIQUIDATED DAMAGES: \$250 per day
10. LABOR AND MATERIALS PAYMENT BOND: No
11. PERFORMANCE BOND: 100% of the total bid
12. PREVAILING WAGE RATES: Yes
13. BID VALID FOR: 60 Days
14. NON-REFUNDABLE DEPOSIT
FOR CONTRACT DOCUMENTS: No
15. ESTIMATE OF CONSTRUCTION COSTS: \$10,725.00

16. BUILDERS EXCHANGES ISSUED CONSTRUCTION DOCUMENTS:

Shasta Builders Exchange
2990 Innsbruck Drive
Redding, CA 96003
(530) 221-5556
(530) 221-2140 FAX

Valley Contractors Exchange
951 East 8th Street
Chico, CA 95928
(530) 343-1981
(530) 343-3503 FAX

Sacramento Builders Exchange
1331 T Street
Sacramento, CA 95814
(916) 442-8991
(916) 446-3117 FAX

Reed Construction Data
jeannie.kwan@reedbusiness.com
(770) 209-3396
(678) 680-0698

INSTRUCTIONS TO BIDDERS
COUNTY OF TEHAMA

Bid Proposal

Each bid shall be made on the proposal form furnished by the County, and shall be in accordance with the Drawings, Specifications, any Addenda issued prior to bid opening, and all other Contract Documents; and shall be accompanied by a certified check, cashier's check or bidders bond, payable to the County, for a sum of not less than ten (10%) percent of the amount of the bid, as a guarantee that the bidder will enter into the Contract for the work, the full amount of such guarantee to be forfeited to the County should said bidder fail to enter into said Contract. The successful bidder shall be required to furnish a Faithful Performance Bond for the amount of not less than one hundred percent (100%) of the contract price, and a Labor and Materials Bond for the amount of not less than one hundred percent (100%) of the contract price; said bonds to be secured from a surety company authorized to do business in the State of California.

The proposal shall be made on the form bound herein. The bid shall be enclosed in a sealed opaque envelope bearing the name of the bidder and name of project. The proposal shall be delivered by the time and to the place stipulated in the Notice To Contractors. It is the bidder's sole responsibility to see that his proposal is received in proper time. Any proposal received after the scheduled closing time for receipt of proposals will be returned to the bidder unopened. Prior to the time fixed for bid opening the proposal may be withdrawn by the bidder by means of a written request, signed by the bidder or his properly authorized representative. Such written request must be delivered to the place stipulated in the Notice To Contractors for receipt of proposals.

The proposals will be publicly opened and read at the time and place stipulated in the Notice To Contractors.

Unauthorized conditions, limitations, or provisions attached to a proposal will render it informal and may cause its rejection. The completed proposal forms shall be without interlineation, alterations, or erasures. Alternative proposals will not be considered unless called for. Oral, telegraphic, or telephonic proposals or modifications will not be considered.

All items on the bid form shall be filled out; numbers shall be filled out; numbers shall be stated both in writing and in figures; words shall be given priority over figures and the signatures of all individuals shall be in longhand. In the event there is more than one (1) bid item in the bidding schedule, the bidder shall furnish a price for all bid items in the schedule, and failure to do so will render the proposal informal and may cause its rejection. In the event there are unit price bid items in the bidding schedule and the amount indicated for a unit price bid item does not equal the product of the unit price and quantity, the unit price shall govern and the amount will be corrected accordingly. In the event there is more than one (1) bid item in the bidding schedule and the total indicated for the schedule does not agree with the sum of the prices bid on the individual items, the prices bid on the individual items shall govern and the total for the schedule will be corrected accordingly.

In case of refusal or failure to enter into said Contract, the check or bond, as the case may be, shall be forfeited to the County. If the bidder elects to furnish a bid bond as the proposal guarantee, he shall use the bid bond form bound herein.

Before submitting a proposal, the bidder shall carefully examine the Drawings, Specifications, any Addenda issued prior to bid opening, and all other Contract Documents; and he shall visit the site of the Work. It will be assumed that the bidder is familiar with existing site conditions and that he has a clear understanding of the requirements of the Contract regarding the furnishing of materials and performance of work. Should a bidder find discrepancies in, or omissions from, the Drawings, Specifications, or Contract Documents, or should he be in doubt as to their meaning, he should at once notify the Tehama County Administration, who will send written instructions or clarifications to all bidders. The County will not be responsible for any oral instructions.

Every bidder shall, in his bid, set forth the name and location of business of each subcontractor who will perform work, labor or service to the bidder in excess of one-half of one percent (1/2%) of the bidder's total bid. If the bidder fails to specify a subcontractor as stated above, he agrees to perform that portion himself. The successful bidder shall not, without the consent of the County, substitute any person or firm as subcontractor in place of the subcontractor designated in the original bid.

Every bidder shall submit a completed Non-Collusion Affidavit with the bid.

Bid Review

No bid proposal shall be considered as low bidder or apparent low bidder until after all bids have been analyzed by the County. If required by the County, the bidders shall submit any information requested to evaluate the bids, including subcontractors' written bids, bonds, cost breakdowns, financial status, work experience and status of license.

Bid Selection

Contract for work will be executed with a contractor who is licensed in accordance with applicable state law.

A bidder may be relieved of his bid, and his bid security returned, by action of the Board of Supervisors provided he has given the County written notice within five (5) days after the opening of bids of a mistake, or other cause for the request, and specifying in detail the reason for the request.

More than one (1) proposal from an individual, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that any bidder is interested in more than one (1) proposal for the work contemplated will cause the rejection of all proposals in which such bidder is interested. If there is reason for believing that collusion exists among the bidders, all bids will be rejected and none of the participants in such collusion will be considered in future proposals.

Upon request, the County will return all proposal guarantees to their respective bidder within ten (10) days after award of the Contract, except those accompanying proposals submitted by the three (3) lowest responsible bidders.

Bid Award

Award of a Contract, if awarded, will be made to the lowest responsible bidder whose proposal complies with all the requirements prescribed. Any such award will be made within sixty (60) calendar days after opening of the proposals. The County reserves the right to reject any or all bids, to waive any informality or irregularity in a bid, and to make award in the interests of the County.

The bidder to whom award is made shall execute a written Contract with the County on the form of agreement provided, and shall secure all insurance and bonds required by the Specifications.

Failure or refusal to enter into a contract within ten (10) days as herein provided, or to conform to any of the stipulated requirements in connection therewith, shall be just cause for annulment of the award and the forfeiture of the proposal guarantee. If the successful bidder refuses or fails to execute the Contract, the County may award the Contract to the second lowest responsible bidder. If the second bidder refuses or fails to execute the Contract, the County may award the Contract to the third lowest responsible bidder. On the failure or refusal of such second or third lowest bidder to execute the Contract, such bidder's guarantees shall be likewise forfeited to the County.

Addenda

Any Addenda issued during the time of bidding, or forming a part of the Documents issued to the bidder for the preparation of his bid, shall be covered in the bid and shall be made a part of the Contract. Receipt of all addenda shall be acknowledged on the proposal form in the space provided therefore.

Time of Completion and Liquidated Damages

The contractor shall commence work within ten (10) working days from the date of a written "Notice to Proceed" issued by the County and shall diligently prosecute same to completion before the expiration of ten (10) working days.

It is agreed by the parties to the Contract that in case all the Work called for under the Contract is not completed within the number of days specified, damage will be sustained by the County of Tehama; and that it will be impractical to ascertain actual damages and it is therefore agreed the Contractor will pay to the County the sum set forth herein per day for each working day delay in completing the Work in excess of the number of days prescribed; and the Contractor agrees to pay said liquidated damages and agrees that the County may deduct the amount thereof from money due or that may become due to the Contractor under the Contract.

The Contractor shall pay to the County of Tehama the sum of two hundred fifty dollars (\$250.00) for each and every working days delay in finishing the work in excess of the number of days prescribed above.

Form of Agreement

The form of agreement, which the successful bidder will be required to execute, if awarded the work, is attached hereto and is made a part hereof.

Wages

The attention of the bidder is called to the fact that the schedule of prevailing rates of pay for each craft or type of workman needed to execute the Work shall not be less than the minimum rates of pay as established in pursuance of the provisions of Section 1773 of the Labor Code of the State of California, which Code requires the establishing of such rates for the locality. The Code reads: "Nothing shall prohibit the payment of more than the general prevailing rate of wages to any workman employed on public work".

A copy of the current prevailing wage rates for this locality is available from the Department of Industrial Relations and the Tehama County Department of Public Works.

All bidders shall check the available source of labor supply and obtain information with reference to the working days of various crafts and the rates of wages being paid in the immediate vicinity of the place where the Work contemplated by these Specifications is to be performed.

It is intended that prevailing rates of wages and working hours shall be in accordance with those established by jurisdictional authorities of the vicinity in which the Work is to be performed. If rates established are in excess of those prevailing, the prevailing rates shall govern, but in no instance shall the County be held responsible for rates of wages paid which are below those prevailing.

Withheld Contract Funds/Substitution of Securities

The successful bidder shall be permitted to substitute securities for any moneys withheld by the County to ensure performance under the executed Contract. At the request and expense of the successful bidder, securities equivalent to the amount to be withheld shall be deposited with the County, or with a state or federally chartered bank in California as escrow agent, to ensure performance under the Contract. Upon satisfactory completion of the Contract, unused securities shall be returned to the Contractor.

Alternately, on written request of the successful bidder, the County shall make payments of the retention earnings directly to an escrow agent at the expense of the successful bidder. The successful bidder, at his expense, may direct the investment of the payments into securities and the successful bidder shall receive the interest earned on the investments on the same terms provided for securities deposited by contract. Upon satisfactory completion of the Contract, the successful bidder shall receive from the escrow agent all unused securities, interest and payments received by the escrow agent from the County.

Securities eligible for deposit shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the successful bidder and the County. The successful bidder shall be the

beneficial owner of any securities substituted for moneys to be withheld, and shall receive any interest accrued upon the unused amount.

If security is deposited with a state or federally chartered bank as Escrow Agent, it is agreed that the successful bidder and the County will enter into an escrow agreement with the Escrow Agency in form substantially similar to that which is on file with the County and available for review.

Debarment Policy

It shall be the policy of the Tehama County Board of Supervisors to prohibit any party or entity listed in the Excluded Parties System (EPLS), maintained by the General Services Agency of the United States Government, from participating in any contract, agreement, or other business relationship with Tehama County.

Non-resident Contractor

The State of California Franchise Tax Board requires that whenever payments are made to a non-resident, independent contractor in excess of \$1,500 for services rendered, 7.5% of the gross amount must be withheld. A non-resident is anyone who is not a resident of California. A corporation is also subject to the withholding requirements if it is neither incorporated nor qualified to do business in the State of California. Unless the Franchise Tax Board has authorized a reduced rate or waiver of withholding and County is provided evidence of such reduction/waiver, all nonresident contractors will be subject to the withholding. It is the responsibility of the Contractor to submit the Waiver Request (Form 588) to the Franchise Tax Board as soon as possible in order to allow time for the Franchise Tax Board to review the request.

License

The Contractor and all subcontractors must be licensed under the laws of the State of California at the time this Contract is awarded, and for its full duration. The Contractor shall possess a class B License (General Building Contractor).

PROPOSAL BID FORMS

COUNTY OF TEHAMA

Board of Supervisors
County of Tehama
Red Bluff, CA

Board Members:

The undersigned bidder, _____
in accordance with the Notice to Contractors, hereby proposes and agrees to
furnish any and all services necessary to perform all Work required by the
Contract Documents for the:

JAIL CELL SAFETY PADDING PROJECT

including, but not limited to, furnishing all required labor, materials, taxes,
permits, insurance, bonds, transportation, scaffolding, equipment, facilities,
utilities, and incidentals.

If awarded the Contract, the undersigned hereby agrees that within ten (10)
working days after receipt of the Contract from the County, he will sign the
Contract in the required form, of which the Notice to Contractors, Instructions to
Bidders, Proposal, Drawings, Specifications, and all Addenda issued prior to the
opening of bids, are a part.

The undersigned agrees to complete all work required under the Contract within
10 working days, and accept in full payment the price named in the Bid Proposal,
which is bound herein and made a part of this proposal.

The undersigned declares that he has carefully checked all of the figures
submitted on the Bid Forms and understands that the County will not be
responsible for errors or omissions on the part of the undersigned in making up
this bid.

Bidder hereby certifies that the Bidder has reviewed and understands the insurance coverage requirements and bonding requirements, as specified in the General Conditions, Article 5 – Bonds and Insurance. Should the Bidder be awarded the contract for the work, Bidder further certifies that the Bidder can meet the specified requirements for bonding and insurance, including insurance coverage of the subcontractors, and agrees to name the County of Tehama, its elected officials, officers, and employees as additional insured for the work specified. The undersigned agrees to secure the required insurance and bonds and submit them prior to or concurrent with the return of the signed Contract.

Accompanying this proposal is a "Cashier's Check", "Certified Check" or "Bidder's Bond", as the case may be, in an amount equal to at least ten percent (10%) of the total of the bid.

Name (print)

Representing (Firm)

Signature

Title

Business Address

Taxpayer I.D. No. _____

Contractor's License No. _____

Receipt of the following Addenda is hereby acknowledged:

Addendum No. _____ Bidder's Initials _____

Addendum No. _____ Bidder's Initials _____

Addendum No. _____ Bidder's Initials _____

PROPOSAL FOR
JAIL CELL SAFETY PADDING PROJECT

The undersigned bidder hereby proposes and agrees to furnish any and all services necessary to perform all Work required by the Contract Documents:

Bid:

Furnish all labor, materials, taxes, insurance, bonds, transportation, equipment, facilities, utilities, and incidentals for the "JAIL CELL SAFETY PADDING PROJECT" for the sum as listed below.

BID AMOUNT:

_____ dollars
(written numbers)

\$ _____
(figures)

Bidder _____

Date _____

JAIL CELL SAFETY PADDING PROJECT

LIST OF SUBCONTRACTORS

Pursuant to Public Contract Code 4104, the undersigned bidder shall list the name and location of business of each Subcontractor who will perform work, labor or service to the bidder under this Contract in excess of one-half of one percent (1/2%) of the total amount shown in the bid, and shall also list the item or portions of the Work which will be done by such Subcontractor for any item or portion of Work to be performed.

LIST OF SUBCONTRACTORS:

The following list must be completed with Classification and Summary of Work to be done **(please be specific)**:

Subcontractor

Name: _____

Mailing Address _____

City: _____ State: _____ Zip Code: _____

License No. _____ Classification: _____

Work to be done: _____

Subcontractor

Name: _____

Mailing Address _____

City: _____ State: _____ Zip Code: _____

License No. _____ Classification: _____

Work to be done: _____

No Contractor may perform work on a public works project with a Subcontractor who is ineligible to perform work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

JAIL CELL SAFETY PADDING PROJECT

INFORMATION REQUIRED OF BIDDERS

The bidder is required to supply the following information.

1. Firm Name _____

2. Representative _____

3. Title _____

4. Business Address _____

6. Telephone _____ Cell # _____ Fax # _____

7. Email Address _____

8. California Contractors License(s):

No(s). _____ Type(s) _____

**NON-COLLUSION AFFIDAVIT
COUNTY OF TEHAMA**

TO BE EXECUTED BY THE BIDDER AND SUBMITTED WITH THE BID

To: County of Tehama
State of California

_____ deposes and says that he or she is _____ (title)
of _____, the party making the foregoing bid that the bid
is not made in the interest of, or on behalf of, any undisclosed person, partnership, company,
association, organization, or corporation; that the bid is genuine and not collusive or sham; the
bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham
bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or
anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not
in any manner, directly or indirectly, sought by agreement, communication, or conference with
anyone to fix the bid price, or of that of any other bidder, or to secure any advantage against the
public body awarding the contract of anyone interested in the proposed contract; that all
statements contained in the bid are true and further, that the bidder has not directly or indirectly,
submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged
information or data relative thereto, or paid, and will not pay, any fee to any corporation
partnership, company association, organization, bid depository, or to any member or agent
thereof to effectuate a collusive or sham bid.

(The above certificate must be signed and filed with the County along with the bid)

Signed _____ Date _____

BIDDER'S BOND
(Public Contract)

KNOW ALL MEN BY THESE PRESENTS: That as Principal _____ (herein called "Principal") and as surety _____ (hereinafter called "Surety" are held and firmly bound unto the **County of Tehama** (herein called the "Obligee"), in the just and full sum of ten percent (10%) of the total amount of the base bid submitted by Principal for the herein described work of improvement, which sum is Dollars (\$_____) lawful money of the United States of America, for the payment of which, well and truly to be made, we hereby bind ourselves and our, and each of our, heirs, executors, administrators, successors, and assigns, jointly and severally firmly by these presents.

WHEREAS, Principal is bidding, or is about to bid, for the following described work of improvement, all in accordance with the Notice to Contractors and the Contract Documents for the project entitled:

"JAIL CELL SAFETY PADDING PROJECT"

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH THAT, if Obligee shall make an award to Principal for said work of improvement according to the terms of such bid, and Principal shall duly execute, or cause to be executed, and delivered to Obligee the Contract, bonds, and evidence of insurance coverage as, and within the time, required by the Contract Documents for the above-named project, which Contract Documents are incorporated herein by this reference, then this obligation shall be null and void; OTHERWISE, it shall remain in full force and effect, and if Obligee shall make such an award to Principal and Principal shall fail to execute, or caused to be executed and delivered to Obligee said instruments as required by the Contract Documents, then surety will pay Obligee the full sum of the bond.

No extension of time granted to the Principal and no change or alteration in any of the terms of the bid or bid requirement, whether made after notice or not, shall release or otherwise affect the obligations of Surety hereunder, and Surety waives notice of any such extension, change, or alteration. Surety, by the execution of this bond, represents and warrants that this bond has also been duly executed by Principal with proper authority, and Surety hereby waives any defense which it might have by reason of any failure of Principal to execute or properly execute this bond.

In the event suit is brought upon this bond by Obligee and judgment is recovered by Obligee, court costs, including reasonable attorneys' fees, shall be an additional obligation of this bond for which Principal and Surety shall be liable.

Signed and sealed the _____ day of _____, 20__.

PRINCIPAL (Notary Certificate Attached)

SURETY (Notary Certificate Attached)

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

NOTARY ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF _____)

On _____, before me, _____, a Notary Public in
Name of Notary Public

and for said State, personally appeared _____,
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal

Signature of Notary Public

(SEAL)

NOTARY ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF _____)

On _____, before me, _____, a Notary Public in
Name of Notary Public

and for said State, personally appeared _____,
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal

Signature of Notary Public

(SEAL)

AGREEMENT FORM

THIS AGREEMENT, entered into as of _____, 20__, is between the **County of Tehama**, a public entity, organized and existing pursuant to the laws of the State of California (hereinafter called the "COUNTY") and _____, (hereinafter called the "Contractor"),

WHEREAS, the Contractor has been awarded the contract for the work hereafter mentioned:

"JAIL CELL SAFETY PADDING PROJECT"

WITNESSETH:

That the parties hereto mutually agree to the terms and conditions hereinafter set forth.

I. CONTRACT DOCUMENTS

The Items hereinafter enumerated as the Contract Documents shall form a part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. Work called for in any one Contract Document and not mentioned in another is to be performed and executed the same as if mentioned in all Contract Documents, the table of contents, titles, and headings contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect or limit the interpretations of the provisions to which they refer.

The "Contract Documents", sometimes also referred to as the Contract, consist of the completed Form of Proposal submitted by the Contractor to whom the Contract is awarded, the Instructions to Bidders insofar as they relate to events which will occur or actions to be taken after the submission of the Proposal, this Agreement to which the General Conditions are attached, the General Conditions, the Supplementary Conditions, the Drawings and Specifications and any modifications of any of the foregoing in the form of addenda or otherwise effected in accordance with the terms of the Contract.

The sections of the COUNTY's Specifications and the titles of the Drawings, with their assigned numbers and their date of issue, are listed in the Contract Documents.

II. DEFINITIONS

Unless otherwise specifically provided herein, all words and phrases defined in the General Conditions shall have the same meaning and intent in this Agreement.

III. SCOPE OF THE CONTRACT

The Contractor shall perform, within the time stipulated, the Contract as herein defined, and shall furnish all labor, tools, equipment, apparatus, facilities, labor and material and transportation necessary to perform and complete in a good workmanlike manner to the satisfaction of the COUNTY, all the work called for, and in the manner designated in, and in strict conformity with, the Contract Documents entitled: "JAIL CELL SAFETY PADDING PROJECT."

IV. CONTRACT PRICE

The COUNTY agrees to pay and the Contractor agrees to accept, in full payment for the work included in the Bid the total sum of:

_____ (\$_____).
(spell out)

V. CONTRACT TIME, COMPLETION, AND CHANGES

A. Notice to Proceed

Within 60 days of the opening of bids the successful low bidder will be authorized by written notice to proceed with the work. The bidder shall have no claim against the COUNTY, or its officers, employees, agents, consultants, project manager or architect because of failure to issue the Notice to Proceed.

B. Commencement and Prosecution of Work

The Contractor shall commence the work on or before 10 days from and after the date specified in the written "Notice to Proceed," and will diligently prosecute the work to final completion. Said Notice to Proceed shall be issued following execution of the Agreement, the filing by the Contractor of the required bonds and proof of insurance. The continuous prosecution of work by the Contractor shall be subject only to delays as defined in this section of this Agreement.

C. Time of Completion

The entire work shall be brought to substantial completion in the manner provided for in the Contract Documents in a period of 10 working days from and after the date assigned in the Notice to Proceed. The date, 10 working days from and after the date of the Notice to Proceed shall be hereinafter called the "Estimated Completion Date" unless extensions of time are granted in accordance with the Contract Documents for Category A or B Delays as defined in this section of this Agreement. Failure to substantially complete the work within the above times and in the manner provided for by the Contract Documents shall subject the Contractor to liquidated damages as hereinafter stipulated in this Agreement. Time is and shall be of the essence in these Contract Documents.

D. Changes in the Work

Changes in the work made and extensions of time of completion made necessary by reason thereof shall not in any way release any guarantee given by the Contractor pursuant to the provision of the Contract Documents, or the contract let hereunder, nor shall such changes in the work relieve or release the Sureties on bonds executed pursuant to the 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. The COUNTY agrees that no changes in the work shall be ordered which will necessitate an extension of the substantial completion time beyond the fixed completion date.

E. Extensions of Time

In the event it is deemed necessary by the COUNTY to extend the time of substantial completion of the work to be done under this contract beyond any required dates of completion herein specified, such extensions shall in no way release any guarantee given by the Contractor pursuant to the provisions of the Contract Documents, or the contract let hereunder, nor shall such extension of time relieve or release the sureties on the bonds executed pursuant to said provisions. The sureties in executing such bonds shall be deemed to have expressly agreed to any such extension of time. The amount of time allowed in any Extension of Time shall be limited to the period of the delay-giving rise to the same as determined by the COUNTY.

F. Prevailing Wages

Pursuant to Section 1770 et seq. of the Labor Code the Contractor for the work will be required to pay, at least, the general prevailing wage rates as determined by the Director of the Department of Industrial Relations of the State of California. Questions pertaining to the general prevailing wage rates should be directed to the Division of Labor Statistics and Research, P.O. Box 603, San Francisco, CA 94101, Ph. (415) 703-4774.

G. Category A Delays

For the purpose of these Contract Documents, the term "Category A Delays" shall mean, and is limited to, delays caused directly by acts of God; acts of the public enemy; fire, riots, insurrections; epidemics; quarantine restrictions; strikes; lockouts; sit-downs; acts of a governmental agency; priorities or privileges established for the manufacture, assembly or allotment of materials necessary in the construction of the work by order, decree or otherwise of the United States or by any department, bureau, commission, committee, agent, or administrator of any legally constituted public authority; changes in the work ordered by the COUNTY insofar as they necessarily require additional time in which to substantially complete the work; the prevention by the COUNTY of the Contractor from commencing or prosecuting the work because of the acts of others, excepting the Contractor's subcontractors; or the prevention of the Contractor from commencing or prosecuting the work because of a city-wide failure of public utility service.

Inclement weather shall not be a prima facie reason for the granting of an extension of time, and the Contractor shall make every effort to continue work under

prevailing conditions. The COUNTY may, however, grant an extension of time if an unavoidable delay as a result of inclement weather in fact occurs, and such shall then be classified as a "Category A Delay".

The term "Category A Delay" shall specifically not include (i) any delay which could have been avoided by the exercise of care, prudence, foresight and diligence on the part of the Contractor; (ii) any delay in the prosecution of parts of the work, which may in itself be unavoidable but which does not necessarily prevent or delay the prosecution of other parts of the work, nor substantial completion of the whole work within the time specified; (iii) any reasonable delay resulting from time required by the COUNTY for review of plans submitted by the Contractor and for the making of surveys, measurements and inspection; and (iv) any delay arising from an interruption in the prosecution of the work on account of the reasonable interference from other contractors employed by the COUNTY which does not necessarily prevent the completion of the whole work within the time specified.

H. Category B Delays

For the purposes of these Contract Documents, the term "Category B Delays" shall mean delays caused directly by loss or damage to the project caused by the perils covered by the Builder's Risk insurance provided for by the Agreement or by any war declared by an enactment of the Congress of the United States of America.

VI LIQUIDATED DAMAGES

The provisions for Liquidated Damages appearing in the General Conditions, Article 12, are incorporated by reference as if fully set forth herein. Liquidated damages of \$250.00 per day will be charged the Contractor for each day of delay beyond the substantial completion date.

VII NOTICE OF DELAY

The Contractor shall promptly notify the COUNTY in writing of any anticipated delay in the prosecution of the work, and, in any event, promptly upon the occurrence of a delay. Said notice shall constitute an application for an extension of contract time only if it is in compliance with the provisions of Article 12. Failure by the Contractor to make a timely request will result in a waiver of the right to such extension. Contractor shall take notice of General Conditions, Article 12, affecting the time period in which to claim an extension of the contract time for physical conditions and limitations set forth in the General Conditions, Article 12. The COUNTY may take steps to prevent the occurrence of continuance of the delay and/or may determine to what extent the completion of the work is delayed thereby.

VIII NO WAIVER OF RIGHTS

Neither the inspection by the COUNTY or its agents, nor any order or certificate for the payment of money, nor any payment for, nor acceptance of the whole or any part of the work by the COUNTY, nor any extensions of time, nor any position taken by the COUNTY or its agents shall operate as a waiver of any provision of this Contract, or of any power herein reserved to the COUNTY or any right to damage herein provided, nor shall any waiver of any breach of this Contract be held to be a waiver of any other or

subsequent breach. All remedies provided in this Contract shall be taken and construed as cumulative, that is in addition to each and every other remedy herein provided; and the COUNTY shall have any and all equitable and legal remedies which it would in any case have.

IX AGREEMENT CONTROLS

In the event of a conflict between the Contract Documents, the conflict shall be resolved by giving precedence in the following order: (1) This Agreement Form; (2) the General Conditions and General Requirements; (3) the Supplementary Conditions; (4) the Notice to Contractors; (5) the Instructions to Bidders; (6) the Technical Specifications text; (7) the Pictures.

CERTIFICATION

COUNTY:

BY: _____ DATED _____
CHAIRMAN, TEHAMA COUNTY
BOARD OF SUPERVISORS

CONTRACTOR

BY: _____ DATED _____
Contractor

Approved as to form:

County Counsel

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CERTIFICATION

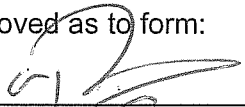
COUNTY:

BY: _____ DATED _____
CHAIRMAN, TEHAMA COUNTY
BOARD OF SUPERVISORS

CONTRACTOR

BY: _____ DATED _____
Contractor

Approved as to form:



County Counsel

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: That, WHEREAS, the COUNTY OF TEHAMA (hereinafter called "County"), has conditionally awarded to (here insert full name and address or legal title of Contractor)

As Principal (hereinafter called "Contractor") a Contract for "Jail Cell Safety Padding Project", in the said Tehama County, in accordance with and consisting in part of plans and specifications prepared by the County of Tehama, at 727 Oak Street, Red Bluff, CA 96080 which Contract also consists of all other parts of the Contract Documents for said project, which Contract is made a part hereof by reference, and is hereinafter referred to as the Contract, and WHEREAS said Contractor is required under the terms of said Contract to furnish a bond for the Faithful Performance of said Contract,

NOW, THEREFORE, we the Contractor and (here insert full name and address or legal title of Surety)

as Surety (hereinafter called "Surety") are held and firmly bound unto County of Tehama, California (hereinafter called "County") in the sum of _____ Dollars (\$ _____), in lawful money of the United States, for the payment of which sum well and truly to be made Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, unless the above bounden Contractor, his heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and will and truly keep and perform the covenants, conditions and agreements in additions or alterations thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless County, Architect and their employees and their consultants, and their agents, as therein stipulated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Contractor agrees not to assign this Contract except upon the written consent and approval of the County or their successor and assigns.

And Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

The Principal and Surety do hereby represent, warranty and guarantee, that the Surety is an "Admitted surety" as that term is, or may be, defined by California statute, regulation or the Department of Insurance.

IN WITNESS THEREOF, the above bounden parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being affixed hereto and these presents duly signed by its undersigned representatives, pursuant to its governing body.

SIGNED AND SEALED THIS _____ day of _____, 20_____.

Print name of Contractor

By _____

Signature

Title of Signer

Surety Name

By _____

Attorney-in-Fact

(Acknowledgment by Notary Public required)

Title

(SURETY SEAL)

NOTE TO SURETY COMPANY:

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

NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA)

) ss.

COUNTY OF _____)

On _____, before me, _____, a
Name of Notary Public

Notary Public in and for said State, personally appeared _____,
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal

Notary Public

(SEAL)