

CONTRACT

(Public Works Agreement Emergency Contract as Authorized by Public Contract Code Section 22050)
(Siskiyou County Standard Form Contract No. 25-107010-04)

1. **SPECIAL TERMS.** These special terms are incorporated below by reference and shall be furnished by the below stated Contractor in conformance with the "Greenbook" 2024 Edition.

(See Secs. 26,2) Parties: County
**SISKIYOU COUNTY Department of Facilities Management
(Government Center Parking)**
1312 Fairlane Road, Suite 4
Yreka, CA 96097

and

Lamb Unlimited General Engineering (Sole Proprietor)
Cody Lamb
530-518-9082
PO Box 190
Corning, CA 96021

(See Sec. 26) Effective Date: (See Section 3 for starting date.)

(See Sec. 2) The Scope of Work: Exhibit A attached here to, location of project is 311 4th Street, Yreka

(See Sec. 3) Completion Time: Within 365 calendar days from the start, date March 18 2025, as established in the Section 3 and 5, Notice to proceed or Specifications

(See Sec. 4) Liquidated Damages: \$250.00 per calendar day.

(See Sec. 26) Public Agency's Agent: Thomas Deany, Director of Public Works

(See Sec. 6) Contract Price: Not to Exceed Four Hundred Five Thousand, Nine Hundred Eighty-Three dollars and 00/100 (\$405,983.00)

(See Sec. 7) Federal Taxpayers: I.D.81-1178504, LicNo.CSLB#1052556, CALSB#2013900, DIR 1000572023

2. **WORK CONTRACT, CHANGES.** (a) By their signatures in Section 26, effective on the date set forth in Section 26, these parties promise and agree as set forth in this contract, incorporating by these references the material ("special terms") in Section 1.

(b) Contractor shall, at his own cost and expense, and in a workmanlike manner, fully and faithfully perform and complete the work; and will furnish all materials, labor, services and transportation necessary, convenient and proper in order fairly to perform the requirements of this contract, all strictly in accordance with the Public Agency's plans, drawings and specifications and in conformance with the "Greenbook" 2024 Edition.

(c) The work can be changed only with Public Agency's prior written order specifying such change and its cost agreed to by the parties; and the Public Agency shall never have to pay more than specified in Section 7 without such an order.

3. **TIME: NOTICE TO PROCEED.** Contractor shall start this work as directed in the specifications or the Notice to Proceed; and shall complete it as specified in Section 1.

4. **LIQUIDATED DAMAGES.** If the Contractor fails to complete this contract and this work within the time fixed therefor, allowance being made for contingencies as provided herein, he becomes liable to the Public Agency for all its loss and damage therefrom; and because, from the nature of the case, it is and will be impracticable and extremely difficult to ascertain and fix the Public Agency's actual damage from any delay in performance hereof, it is agreed that Contractor will pay as liquidated damages to the Public Agency the reasonable sum specified in Section 1, the result of the parties' reasonable endeavor to estimate fair average compensation therefor, for each calendar day's delay in finishing said work; and if the same be not paid, Public Agency may, in addition to its other remedies, deduct the same from any money due or to become due Contractor under this contract. If the Public Agency for any cause authorizes or contributes to a delay, suspension of work or extension of time, its duration shall be added to the time allowed for completion, but it shall not be deemed a waiver nor be used to defeat any right of the Agency to damages for non-completion or delay hereunder. Pursuant to Government Code Section 4215, the Contractor shall not be assessed liquidated damages for delay in completion of the work, when such delay was caused by the failure of the Public Agency or the owner of a utility to provide for removal or relocation of existing utility facilities.

5. **INTEGRATED DOCUMENTS.** The plans, drawings and specifications or special provisions of the Public Agency's Notice Inviting Bids, Instructions to Bidders, Proposal, Information Required of Bidder, Certifications and Affidavits, required bonds, all issued addenda to such, Contractor's accepted bid for this work, and Notice to Proceed are hereby incorporated into this contract; and they are intended to cooperate, so that anything exhibited in the plans or drawings and not mentioned in the specifications or special provisions, or vice versa, is to be executed as if exhibited, mentioned and set forth in both, to the true intent and meaning thereof when taken all together; and differences of opinion concerning these shall be finally determined by Public Agency's Agent specified in Section 1.

6. **PAYMENT.** (a) For his strict and literal fulfillment of these promises and conditions, and as full compensation for all this work, the Public Agency shall pay the Contractor the sum specified in Section 1, except that in unit price contracts the payment shall be for finished quantities at unit bid prices.

(b) On or about the fifteenth of each calendar month, the Contractor shall be paid for all work satisfactorily completed through the last day of the preceding calendar month, as determined by Public Agency or its Agent, minus 5% thereof pursuant to Public Contract Code Section 9203, but not until defective work and materials have been removed, replaced, and made good.

7. **PAYMENTS WITHHELD.** (a) The Public Agency or its Agent may withhold any payment, or because of later discovered evidence nullify all or any certificate for payment, to such extent and period of time only as may be necessary to protect the Public Agency from loss because of:

- (1) Defective work not remedied, or uncompleted work, or
- (2) Claims filed or reasonable evidence indicating probable filing, or
- (3) Failure to properly pay subcontractors or for material or labor, or
- (4) Reasonable doubt that the work can be completed for the balance then unpaid, or
- (5) Damage to another contractor, or
- (6) Damage to the Public Agency, other than damage due to delays.

(b) The Public Agency shall use reasonable diligence to discover and report to the Contractor, as the work progresses, the materials and labor which are not satisfactory to it, so as to avoid unnecessary trouble or cost to the Contractor in making good any defective work or parts.

(c) 35 calendar days after the Public Agency files its notice of completion of the entire work, it shall issue a certificate to the Contractor and pay the balance of the contract price after deducting all amounts withheld under this contract, provided the Contractor shows that all claims for labor and materials have been paid, no claims have been presented to the Public Agency based on acts or omissions of the Contractor, and no liens or withhold notices have been filed against the work or site, and provided there are not reasonable indications of defective or missing work or of late-recorded notices of liens or claims against Contractor.

8. **INSURANCE**. (Labor Code Sections 1860-61) On signing this contract, Contractor must give Public Agency (1) a certificate of consent to self-insure issued by the Director of Industrial Relations, or (2) a certificate of Workers' Compensation insurance issued by an admitted insurer, or (3) an exact copy or duplicate thereof certified by the Director or the insurer. Contractor is aware of and complies with Labor Code Section 3700 and the Workers' Compensation Law.

9. **BONDS**. On signing this contract Contractor shall deliver to Public Agency for approval good and sufficient Payment and Performance Bonds with sureties, in amount(s) specified in the specifications or special provisions, guaranteeing Contractor's faithful performance of this contract and Contractor's payment for all labor and materials hereunder.

10. **FAILURE TO PERFORM**. If the Contractor at any time refuses or neglects, without fault of the Public Agency or its agent(s), to supply sufficient materials or workers to complete this agreement and work as provided herein, for a period of 10 days or more after written notice thereof by the Public Agency, the Public Agency may furnish same and deduct the reasonable expenses thereof from the contract price.

11. **LAWS APPLY**. Both parties recognize the applicability of various federal, state, and local laws and regulations, especially the Civil Rights Act of 1964, Executive Order 11246, Employment Practices Act, Fair Employment Practices Act, and Chapter 1 of Part 7 of Division 2 of the Labor Code (beginning with Section 1720, and including Sections 1725.5, 1735, 1777.5, and 1777.6 forbidding discrimination). The parties specifically stipulate that the relevant penalties and forfeitures provided in the Labor Code, especially in Sections 1775 and 1813 concerning prevailing wages and hours, as well as Section 1776 concerning certified payroll records, shall apply to this agreement.

12. **BREACH OF CONTRACT**. In the event of a Breach of any of the provisions of the Contract and the institution of any action at law respecting the same, the Parties agree that the non-prevailing party shall pay the prevailing party reasonable attorney's fees and costs as may be determined by the court.

13. **SUBCONTRACTORS**. Public Contract Code Sections 4100-4114 (The Subletting and Subcontracting Fair Practices Act) and Labor Code Section 1725.5 (requirement for licensed contractors and subcontractors to register with the Department of Industrial relations) are incorporated herein.

14. **WAGE RATES**. (a) Pursuant to Labor Code Section 1773, the Director of the Department of Industrial Relations has ascertained the general prevailing rates of wages per diem, and for holiday and overtime work, in the locality in which this work is to be performed, for each craft, classification, or type of worker needed to

execute this contract, and said rates are as specified in the call for bids for this work or are on file with the Public Agency, and are hereby incorporated herein.

(b) This schedule of wages is based on a working day of 8 hours unless otherwise specified; and the daily rate is the hourly rate multiplied by the number of hours constituting the working day. When less than that number of hours are worked, the daily wage rate is proportionately reduced, but the hourly rate remains as stated.

(c) The Contractor, and all his subcontractors, must pay at least these rates to all persons on this work, including all travel, subsistence, and fringe benefit payments provided for by applicable collective bargaining agreements. All skilled labor not listed above must be paid at least the wage scale established by collective bargaining agreement for such labor in the locality where such work is being performed. If it becomes necessary for the Contractor or any subcontractor to employ any person in a craft, classification or type of work (except executive, supervisory, administrative, clerical or other non-manual workers as such) for which no minimum wage rate is specified, the Contractor shall immediately notify the Public Agency which shall promptly determine the prevailing wage rate therefor and furnish the Contractor with the minimum rate based thereon, which shall apply from the time of the initial employment of the person affected and during the continuance of such employment.

15. **HOURS OF LABOR.** Eight hours of labor in one calendar day constitutes a legal day's work, and no worker employed at any time on this work by the Contractor or by any subcontractor shall be required or permitted to work longer thereon except as provided in Labor Code Sections 1810-1815.

16. **APPRENTICES.** Properly indentured apprentices may be employed on this work in accordance with Labor Code Sections 1777.5 and 1777.6, forbidding discrimination.

17. **PREFERENCE FOR MATERIALS.** The Public Agency desires to promote the industries and economy of Siskiyou County and the Contractor therefore promises to use the products, workers, laborers and mechanics of this County in every case where the price, fitness and quality are equal.

18. **ASSIGNMENT.** The agreement binds the heirs, successors, assigns, and representatives of the Contractor; but he cannot assign it in whole or in part, nor any monies due or to become due under it, without the prior written consent of the Public Agency and the Contractor's surety or sureties, unless they have waived notice of assignment.

19. **NO WAIVER BY PUBLIC AGENCY.** Inspection of the work and/or materials, or approval of work and/or materials inspected, or statement by any officer, agent or employee of the Public Agency indicating the work or any part thereof complies with the requirements of this contract, or acceptance of the whole or any part of said work and/or materials, or payments therefor, or any combination of these acts, shall not relieve the Contractor of his obligation to fulfill this contract as prescribed; nor shall the Public Agency be thereby estopped from bringing any action for damages or enforcement arising from the failure to comply with any of the terms and conditions hereof.

20. **HOLD HARMLESS & INDEMNIFICATION.** (a) Contractor promises to and shall defend, indemnify, save, and hold harmless the indemnitees from the liabilities as defined in this section.

(b) The indemnitees benefitted and protected by this promise are the Public Agency and its elective and appointive boards, commissions, officers, agents, and employees, together with any additional persons and entities, if any, listed in the Supplementary General Conditions.

(c) The liabilities protected against are any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, losses, or liabilities arising out of or in connection with the actions defined below for personal injury, sickness, disease, emotional injury, death, property damage (including loss of use), trespass, nuisance, inverse condemnation, patent infringement, or any combination of these, regardless of whether or not such liability, claim, or damage was foreseeable at any time before the Public Agency approved the improvement plans or accepted the improvements as completed, and including the defense of any suit(s) or action(s) at law or equity concerning these.

(d) The actions causing liability are any act or omission (negligent or non-negligent) in connection with the matters covered by this contract and attributable to the Contractor, subcontractor(s), supplier(s), trucker(s), anyone for whose acts the Contractor may be liable, or any officer(s), agent(s) or employee(s) of one or more of them.

(e) The promise and agreement in this section is not conditioned or dependent on whether or not any indemnitee has prepared, supplied, or approved any plan(s), drawing(s), specification(s), or special provision(s) in connection with this work or has insurance or other indemnification covering any of these matters.

(f) Except as prohibited by Civil Code Section 2782, the Contractor's obligations under this section shall exist regardless of the existence or degree of fault of the Public Agency or any indemnitee.

(g) The Contractor's obligations under this section shall extend to claims arising after the work is completed and accepted if the claims are related to alleged acts or omissions that occurred during the course of the work. Public Agency's inspection is not a waiver of full compliance with these requirements.

(h) The Contractor and the Contractor's insurance carrier(s) shall respond within 15 days to the tender of any claim for defense and indemnity by the Public Agency, unless this time has been extended by the Public Agency.

(i) With respect to third-party claims against the Contractor, the Contractor waives all rights of any kind to express or implied indemnity against the indemnitees.

(j) Nothing in this section is intended to establish a standard of care owed to any third party or to extend to any third party the status of a third-party beneficiary.

21. **EXCAVATION**. Contractor shall comply with the provisions of Labor Code Section 6705, if applicable, by submitting to Public Agency a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during trench excavation.

22. **RECORD RETENTION AND AUDITING**. Except for materials and records delivered to Public Agency, Contractor shall maintain and retain, for a period of at least five years after Contractor's receipt of the final payment under this contract, all records relating to this contract or to the work, including without limitation estimates, bids, shop drawings, submittals, subcontracts, personnel and payroll records, job reports and diaries, receipts, invoices, cancelled checks and financial records. Upon request by Public Agency, at no additional charge, Contractor shall promptly make such records available to Public Agency, or to authorized representatives of the state and federal governments, at a convenient location within Siskiyou County designated by Public Agency, and without restriction or limitation on their use.

23. **VENUE.** Any litigation involving this contract or relating to the work shall be brought in Siskiyou County, and Contractor hereby waives the removal provisions of Code of Civil Procedure Section 394.

24. **ENDORSEMENTS.** Contractor shall not in its capacity as a contractor with Siskiyou County publicly endorse or oppose the use of any particular brand name or commercial product without the prior approval of the Board of Supervisors. In its County contractor capacity, Contractor shall not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely-accepted scientific basis for such claims or without the prior approval of the Board of Supervisors. In its County contractor capacity, Contractor shall not participate or appear in any commercially-produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Siskiyou County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.

25. **USE OF PRIVATE PROPERTY.** Contractor shall not use private property for any purpose in connection with the work absent a prior, written agreement with the affected property owner(s).

26. **TERMINATION.** (a) Termination on Occurrence of Stated Events: This Contract shall terminate automatically on the occurrence of any of the following events:

1. Bankruptcy or insolvency of Contractor;
2. Death of Contractor.

(b). Termination by Public Agency for default of Contractor: Should contractor default in the performance of this Contract or materially breach any of its provisions, Public Agency, at its option, may terminate this Contract by giving written notification to Contractor.

(c). Termination for Convenience of County: Public Agency shall have the right to terminate all or any part of this Contract for its convenience by providing a notice in writing to Contractor that the Contract is terminated. Upon termination, Contractor shall be reimbursed for its reasonable and necessary costs resulting therefrom which are substantiated by evidence satisfactory to Public Agency. Contractor shall receive no payment for or profit on unperformed work. Public Agency shall be entitled to immediate possession of any plans and work upon termination.

(d.) Contractor's indemnity obligations shall survive the termination or cancellation of this contract.

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27. SIGNATURES & ACKNOWLEDGEMENT.Contractor: Lamb Unlimited General EngineeringBy: 
Cody Lamb, Owner, Sole ProprietorDate: 4/7/2025

License No.: LicNo.CSLB#1052556,CALSB#2013900

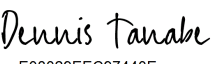
(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. 81-1178504

Public Agency's Agent, By: 
Thomas Deany, Siskiyou County Director of Public Works Date: 4/8/2025Public Agent, By: 
Angela Davis, Siskiyou County Administrator Date: 4/14/2025

APPROVED AS TO LEGAL FORM:

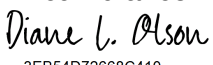

Dennis Tanabe, 4/10/2025
Natalie E. Reed, County Counsel (Date)

APPROVED AS TO ACCOUNTING FORM:

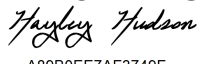
Fund Org Account
2171 207031 761010

If not to exceed, include amount not to exceed: \$405,983.00

Enclosure number (if applicable): N?A


Diane Olson, Auditor-Controller 4/10/2025 (Date)

APPROVED AS TO INSURANCE REQUIREMENTS:


Hayley Hudson, Risk Management 4/10/2025 (Date)*If needed for multi-year contracts, please include separate sheet with financial information for each fiscal year.*



Ca Lic #1052556

DIR#1000572023

CSB#2013900

Proposal and Contract

To:	Siskiyou County	From:	Lamb Unlimited General Engineering
Attn:	Amanda Kimball		Cody Lamb
Address:		Address:	PO Box 190
City, State, Zip		City, State, Zip	Corning, CA 96021
Email:		Email:	Codylamb613@yahoo.com
Phone:		Phone:	(530)518-9082
Fax:		Fax:	
Proposal Date:	3/19/25		
Project:	Siskiyou County Government Center Parking Lot		

Scope of Work: Plans Dated 9/10/24 approved permit set

Demolition/ Mobilization: \$55,030.00

HMA Parking Area 3'' HMA over 12'' AB, Striping, Signage, and Earthwork: \$136,020.00

Concrete ADA Parking Area, Sidewalk, Curbs, Striping, and Signage: \$65,283.00

Storm Drainage Complete: \$91,650.00

Infiltration Gallery Complete: \$16,300.00

Sheeting, Shoring, and Bracing Complete: \$0.00

Frontage Sidewalk Complete: \$31,540.00

Electrical Complete: \$8,660.00

Misc: 0.00

Builders Risk Insurance: \$1,500.00

Project Total: \$405,983.00

Excluding: permit costs, construction staking, material testing, and unsuitable soil conditions.

- Payment and performance bonds included

This Proposal shall be considered all inclusive

See Next Page P.1 of 2



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Items of work not specifically described shall be considered excluded.

Exclusions:

Survey/Staking

Engineering

Material Testing

Permits

Terms and Conditions:

- 1) Unless otherwise noted, this contract excludes: Bonds, permits, engineering, survey/staking, materials testing, QA/QC, hazardous materials, and erosion control.
- 2) Subgrade Conditions: Unless noted otherwise, Lamb Unlimited has bid this job not expecting to encounter adverse subsurface conditions, such as: rock, springs, clay, hardpan, un-marked underground utilities, wet or otherwise unsuitable soils or hazardous materials. In the event such conditions are encountered, the parties shall equitably adjust the contract price to provide for any increases resulting from such conditions.
- 3) Lamb Unlimited will be excused for any delay beyond his reasonable control. These delays may include, but are not limited to Acts of God, weather conditions, acts of public authority, labor disputes, act of Owner, or any other unforeseen conditions.
- 4) All accounts are due and payable within 10 days of the date of each invoice. Finance charges on delinquent or past due accounts is a fixed amount of two percent (2%) per month on the principal balance, which is equal to an annual percentage rate of twenty-four percent (24%). In the event of a dispute regarding completion or acceptance of the work, a maximum withholding of 150% of the disputed amount is allowed by law (Business Professional Code 7108.5; Civil Code 3260.1).

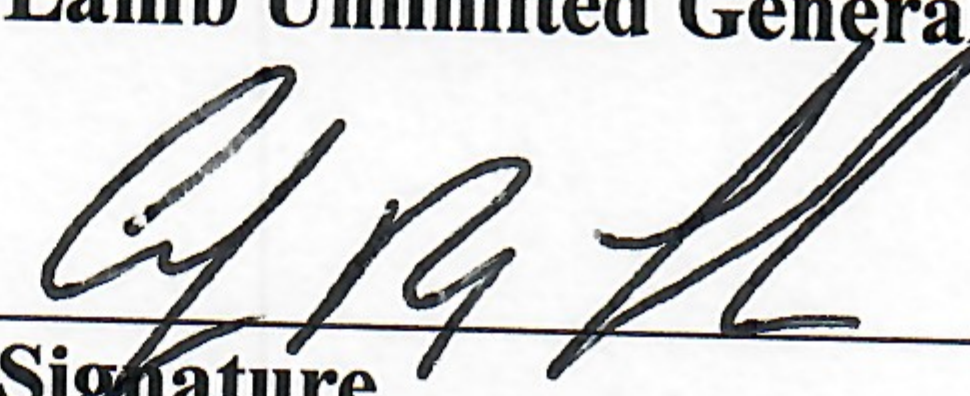
Owner Authorization:

Authorized Signature

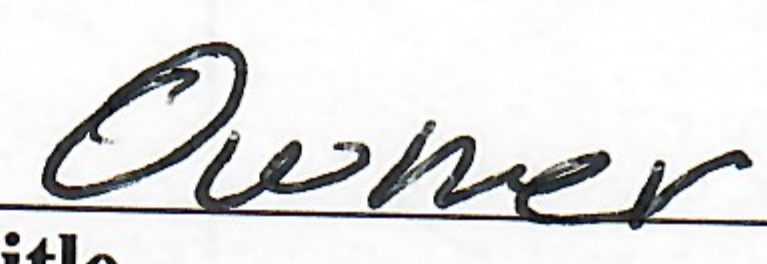
Authorized Print & Title

Date

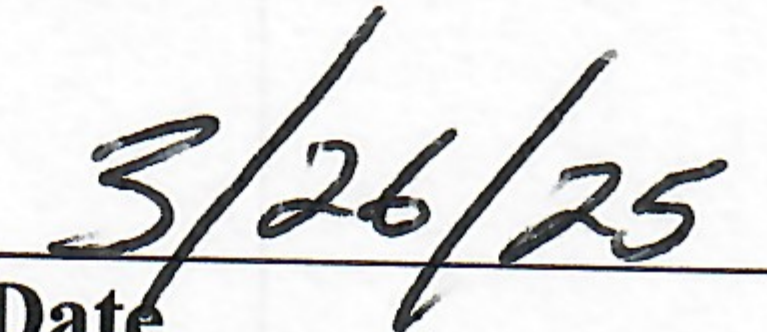
Lamb Unlimited General Eng.



Signature



Title



Date



Exhibit 5:
Insurance Requirements for Construction Contracts

Contractor shall procure and maintain for the duration of the contract, *and for x years thereafter*, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$5,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than **\$5,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employers’ Liability insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Builder’s Risk** (Course of Construction) insurance utilizing an “All Risk” (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
5. **Surety Bonds** as described below.
6. **Professional Liability** (if Design/Build), with limits no less than **\$2,000,000** per occurrence or claim, and **\$2,000,000** policy aggregate.
7. **Contractors’ Pollution Legal Liability** and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than **\$1,000,000** per occurrence or claim, and **\$2,000,000** policy aggregate.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the Entity. The Entity may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity. The CGL and any policies,



including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 [fill in the amount for your comfort level for the specific Contractor and job – it could be much higher, or in the case of a very small Contractor, you might want it lower] unless approved in writing by Entity. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Entity may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named Insured. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Entity reserves the right to obtain a copy of any policies and endorsements for verification.

NOTE to Agencies: If the SIR is not paid, there is NO COVERAGE for the Insured or you as the Additional Insured or Indemnified Party. Since there is usually a requirement in the SIR provisions on the Contractor's policy that the Named Insured Contractor (not the Agency as an Additional Insured) is the only party allowed to make the payment of the SIR

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).
2. For any claims related to this project, the **Contractor's insurance coverage shall be primary and non-contributory** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity.

Builder's Risk (Course of Construction) Insurance

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall **name the Entity as a loss payee** as their interest may appear.

If the project does not involve new or major reconstruction, at the option of the Entity, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building,



structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the Entity's site.

Claims Made Policies – (If at all possible avoid and require occurrence type CGL policies)

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
3. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the Entity for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Umbrella or Excess Policies

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

NOTE to Agencies: Please see the section on The Myth of "Following Form" Excess Limits Insurance Policies in chapter 2 for additional explanatory information on this very common Excess policy problem that needs to be verified and corrected.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the Entity.

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the Entity for all work performed by the Contractor, its employees, agents and subcontractors.



Verification of Coverage

Contractor shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements**. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

Duration of Coverage

CGL & Excess liability policies **for any construction related work, including, but not limited to, maintenance, service, or repair work**, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work***.

Surety Bonds

Contractor shall provide the following Surety Bonds:

1. Bid Bond
2. Performance Bond
3. Payment Bond
4. Maintenance Bond

The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/22/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Heritage Insurance Agency, Inc. 290 Airpark Boulevard Chico CA 95973	CONTACT NAME: Tayler Dowse PHONE (A/C, No, Ext): (530) 894-3276 FAX (A/C, No): (530) 894-0140 E-MAIL ADDRESS: tayler@heritage-agency.com												
INSURER(S) AFFORDING COVERAGE													
INSURED Cody Lamb DBA Lamb Unlimited General Engineering PO Box 190 Corning CA 96021 (530) 518-9082	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A: Greenwich Insurance Company</td> <td style="width: 20%;">NAIC # 22322</td> </tr> <tr> <td>INSURER B: Insurance Company of the West</td> <td>27847</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER A: Greenwich Insurance Company	NAIC # 22322	INSURER B: Insurance Company of the West	27847	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:													
INSURER D:													
INSURER E:													
INSURER F:													

COVERAGES **MS** **CERTIFICATE NUMBER: Cert ID 12065 (34)** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			NGL-1007347-01	05/22/2024	05/22/2025	EACH OCCURRENCE
			DAMAGE TO RENTED PREMISES (Ea occurrence)				
			MED EXP (Any one person)				
			PERSONAL & ADV INJURY				
			GENERAL AGGREGATE				
		PRODUCTS - COMP/OP AGG					
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			NBA-1007348-01	05/22/2024	05/22/2025	COMBINED SINGLE LIMIT (Ea accident)
			BODILY INJURY (Per person)				
			BODILY INJURY (Per accident)				
			PROPERTY DAMAGE (Per accident)				
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			NEC-6007314-01	05/22/2024	05/22/2025	EACH OCCURRENCE
			AGGREGATE				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A	WSA 5071763 01	06/14/2024	06/14/2025	☐ PER STATUTE ☐ OTH-ER
							E.L. EACH ACCIDENT
							E.L. DISEASE - EA EMPLOYEE
							E.L. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
This certificate does not modify or supersede actual policy language and/or coverage.

CERTIFICATE HOLDER

CANCELLATION

Siskiyou County General Service 190 Greenhorn Road Yreka CA 96097	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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RESOLUTION NO. 25-35

**RESOLUTION OF THE BOARD OF SUPERVISORS OF SISKIYOU COUNTY
DECLARING AN EMERGENCY
AND PURSUANT TO PUBLIC CONTRACT CODE SECTION 22050(b) DELEGATING
AUTHORITY TO THE COUNTY ADMINISTRATIVE OFFICER
OR HER DESIGNEE TO ENTER INTO EMERGENCY PUBLIC WORKS CONTRACTS
FOR THE REPAIR OF THE PARKING LOT AND FRONT STEPS LOCATED AT 311
FOURTH STREET**

WHEREAS, on or about March 12, 2025, the Siskiyou County Department of Facilities Management became aware that the County Building located at 311 4th St, Yreka CA, parking lot and front steps are in disrepair and damaged which require immediate replacement and repair; and

WHEREAS, since March 12, 2025, the Siskiyou County Department of Facilities Management has been working with the contract engineer company; and

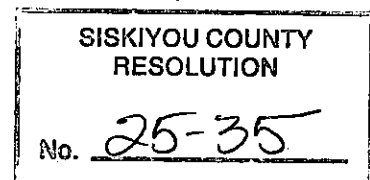
WHEREAS, the Board of Supervisors has been informed by the Department of Facilities Management that due to the urgency of the repair work there is insufficient time to submit a construction contract for repair and replacement out to competitive bid; and

WHEREAS, California Public Contract Code Section 22050(a) provides that in the case of an emergency, a public agency, pursuant to a four-fifths vote of its governing body, may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts; and

WHEREAS, Public Contract Code section 21034(a) further provides that in cases of emergency, repairs that are necessary to permit the continued conduct of county operations or services, the Board of Supervisors may proceed at once with majority consent without the adoption of plans and specifications, and without giving notice for solicitation of competitive bids; and

WHEREAS, pursuant to Section 22050(b), the Board of Supervisors, by a four-fifths vote, may delegate, by resolution or ordinance, to the appropriate county administrative officer, chief engineer, or other nonelected agency officer, the authority to order any action pursuant to Section 22050(a); and

WHEREAS, if a person with authority delegated pursuant to Section 22050(b) orders any action specified in Section 22050(a), that person shall report to the Board of Supervisors, at its next meeting required pursuant to Section 22050, the reasons justifying why the emergency will not permit a delay resulting from a competitive solicitation for bids and why the action is necessary to respond to the emergency; and



WHEREAS, if a person with authority delegated pursuant to Section 22050(b) orders any action specified in Section 22050(a), the Board of Supervisors shall initially review the emergency action not later than seven days after the action, or at its next regularly scheduled meeting if that meeting will occur not later than 14 days after the action, and at least every 14 days thereafter until the action is terminated, to determine, by a four-fifths vote, that there is a need to continue the action, unless the person with delegated authority has terminated that action prior to the Board of Supervisors' review and determination; and

WHEREAS, when the Board of Supervisors reviews the emergency action, it shall terminate the action at the earliest possible date that conditions warrant so that the remainder of the emergency action may be completed by giving notice for bids to let contracts; and

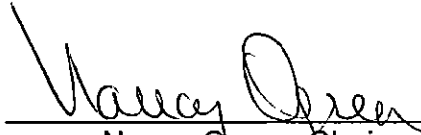
WHEREAS, the Board of Supervisors would prefer to have emergency items brought before them under Section 22050(a) when time allows, but wishes to delegate the authority for entering into emergency construction contracts to appropriate staff as it is anticipated that emergencies may arise that require a response before a meeting with four-fifths of the Board can be convened;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Siskiyou County that the Board hereby:

1. Finds that the foregoing facts are true and correct.
2. Finds that the imminent threat of an emergency, as defined by Section 1102 of the Public Contract Code, exists at the County Building located at 311 4th St, Yreka CA, requiring immediate action and does not permit a delay resulting from competitive solicitation for bids.
3. Delegates authority to the Siskiyou County Administrative Officer or her designee, as designated in writing, authority to order any emergency action and enter into necessary contracts pursuant to the provisions and restrictions of California Public Contract Code Section 22050.
4. Orders that staff, in accordance with the provisions of Public Contract Code Section 22050, periodically report to the Board of Supervisors according to the timeframes set forth therein so that it can be determined if there is a continued need for emergency action.

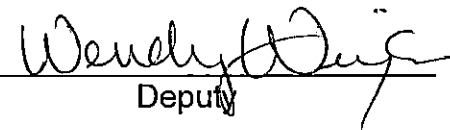
PASSED AND ADOPTED by the Board of Directors of the Siskiyou Board of Supervisors at a regular meeting of said Board, held on the 18th day of March, 2025, by the following vote

AYES: Supervisors Valenzuela, Haupt, Harris, Kobseff and Ogren
NOES: None
ABSENT: None
ABSTAIN: None



Nancy Ogren, Chair
Board of Supervisors

ATTEST:
LAURA BYNUM,
CLERK

By 

Deputy