



Public Works works for the Public



COUNTY OF
IMPERIAL

DEPARTMENT OF
PUBLIC WORKS

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El Centro, CA
92243

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COUNTY OF IMPERIAL PUBLIC WORKS

155 S. 11th Street
El Centro, CA 92243

County Project: No.SR6309BH (BHCIP-B4-236) -County of Imperial Behavioral Health Services (BHS) El Centro Mental Health Triage and Engagement Services Expansion Project.

Located at 202 N. 8th Street, El Centro CA, 92243

County Project No. SR6309BH (BHCIP – B4-236)

ADDENDUM NO. 5

JUNE 24/2025

This *ADDENDUM* is hereby made part of the Contract Documents and specifications to the same extent as if originally included therein, and shall be signed by the Respondent and included with the proposal.

Clarification No.1: Article 64. SPECIAL CONDITIONS

- *In the Article 64. SPECIAL CONDITIONS, Project Manual document page 68, the working days change from two hundred seventy-seven 277 working days to:*
 - (a) *The work shall be commenced on the date stated in COUNTY's Notice to the Contractor to Proceed which date will not be greater than ten (10) consecutive calendar days from and after the date of execution of the contract, and shall be completed within **one hundred eighty-eight (188) working days** from and after the date stated in such notice. (See Article 2 of Agreement and Article 6 of General Conditions).*

The Consultant is responsible for advising any and all subconsultants of this change. Each Respondent must acknowledge receipt of this addendum in the noted space below and must be attached to the proposal.

John Gay, PE
Director of Public Works

Acknowledgement of Addendum No. 5

County Project: No.SR6309BH (BHCIP-B4-236) -County of Imperial Behavioral Health Services (BHS) El Centro Mental Health Triage and Engagement Services Expansion Project. Located at 202 N. 8th Street, El Centro CA. 92243

License No: _____

Print or Type Company Name: _____

Print or Type Authorized Name: _____

Authorized Signature of Consultant: _____

Date Signed: _____

Article 64. SPECIAL CONDITIONS

- (a) The work shall be commenced on the date stated in COUNTY's *Notice to the Contractor to Proceed* which date will not be greater than ten (10) consecutive calendar days from and after the date of execution of the contract, and shall be completed within **one hundred eighty-eight (188) working days** from and after the date stated in such notice. (See Article 2 of *Agreement* and Article 6 of *General Conditions*.)
- (b) The number of copies of drawings and specifications to be furnished to Contractor free of charge, per Article 3 of the *General Conditions* is three (3).
- (c) The number of executed copies of the *Agreement*, the *Performance Bond*, and the *Payment Bond* for the *Public Works* required is six (6).

Article 65. CONTRACT CONSTRUCTION

This Agreement has been reviewed by legal counsel for both COUNTY and Contractor, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement and/or any and all amendments thereto.

Article 66. COGNIZANCE OF VIOLATIONS BY COUNTY

- (a) Contractor understands and agrees that COUNTY shall take cognizance of violations of Chapter 1 of Part 7 of Division 2 of the California Labor Code committed in the course of the execution of this Agreement, and shall promptly report any suspected violations to the Labor Commissioner.
- (b) If COUNTY determines as a result of its own investigation that there has been a violation of Chapter 1 of Part 7 of Division 2 of the California Labor Code and withholds payment to Contractor, the procedures in California Labor Code section 1771.6 shall be followed.
- (c) COUNTY may bring an action in a court of competent jurisdiction to recover from Contractor the difference between the wages actually paid to an employee and the wages that were required to be paid to an employee pursuant to Chapter 1 of Part 7 of Division 2 of the California Labor Code, any penalties required to be paid pursuant to Chapter 1 of Part 7 of Division 2 of the California Labor Code, and costs and attorney's fees related to the action, if either of the following is true:
 - (1) COUNTY previously affirmatively represented to Contractor in writing, in the call for bids, or otherwise, that the Work was not a "public work," as defined in Chapter 1 of Part 7 of Division 2 of the California Labor Code; or
 - (2) COUNTY received actual written notice from the Department of Industrial Relations that the Work is a "public work," as defined in Chapter 1 of Part 7 of Division 2 of the California Labor Code, and failed to disclose that information to Contractor before the bid opening or award.

Article 67. LABOR STANDARDS COMPLIANCE REQUIREMENTS

- (a) It is Contractor's responsibility to provide all labor compliance documentation from its