SPECIFICATIONS AND OTHER BIDDING AND CONTRACT DOCUMENTS

ALAMEDA COUNTY, JOB ORDER CONTRACTING 2022-2023:

JOB ORDER CONTRACT NO. 22059
MASTER CONTRACT NO. 902038

FOR ADA, MAJOR MAINTENANCE AND TENANT IMPROVEMENT PROJECTS

MANDATORY PRE-BID CONFERENCE:

Friday, June 24, 2022, at 10:00 a.m.
Location: Online Only via Microsoft Teams
To Attend Online: Microsoft Teams Meeting
Dial in Number: 415-915-3950
Conference ID: 302 002 490#

ALAMEDA COUNTY
GENERAL SERVICES AGENCY
BUILDING MAINTENANCE DEPARTMENT
2054 FAIRMONT DRIVE
SAN LEANDRO, CALIFORNIA 94578
PHONE: 510-268-5396

Alameda County General Services Agency
JOB ORDER CONTRACT NO. 22059
MASTER CONTRACT NO. 902038
ADA, MAJOR MAINTENACE AND TENANT IMPROVEMENT PROJECTS

DOCUMENT 00 01 09
SUMMARY BIDDING CALENDAR

NOTICE – THIS SUMMARY IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT LIST ALL DATES, OR TIMES IN THE BIDDING DOCUMENTS. The dates and times listed may not be relied upon or enforced. This summary does not form a part of the contract documents and does not establish contractual obligations. All bidders and contractors must refer to the actual documents for all applicable dates, times and time periods.

Event	Date	Reference
Contract Documents Available	**June 10, 2022**	00 11 16 Notice to Bidders
Mandatory Pre-Bid Conference	**June 24, 2022, at 10:00 a.m.**	00 11 16 Notice to Bidders
Last Day for Receipt of Requests for Substitutions before Receipt of Bids	10 business days before date for Receipt of Bids	00 21 13 Instructions to Bidders
Last Day for Receipt of Questions	**June 28, 2022, by 5:00 p.m.** 10 business days before date for Receipt of Bids	00 21 13 Instructions to Bidders
Receipt of Bids and Bid Opening	**July 13, 2022, at 1:00 p.m.**	00 11 16 Notice to Bidders
Estimated Date of Notice of Intent of Award	**August 5, 2022**	TBD by County 00 51 13 Notice of Intent to Award
Last Day to Submit Bid Protest	Before 5:00 PM of the 5th Business Day from the Date of Notice of Intent to Award	00 21 13 Instructions to Bidders
Estimated Date of Notice of Award Signing of Contract	**October 4, 2022** 7 Calendar days after Notice of Award	TBD by County 00 11 16 Notice to Bidders 00 51 00 Notice of Award
Submit Post-Award Documents	7 Calendar days after Notice of Award	00 21 13 Instructions to Bidders
Last Day to Submit Escrow Bid Documentation	7 Calendar days after Notice of Award	00 56 00 Escrow Bid Documentation
Contract Duration	**365 Days**	00 52 13 Agreement Form – Stipulated Sum
Contract Duration Begins	Date notice of Notice to Proceed	00 55 00 Notice to Proceed
Contract Duration Ends	1 calendar year from date of the Notice to Proceed	00 55 00 Notice to Proceed
Last Day to Submit Preliminary Schedule, etc. per Notice to Proceed	10th Business Day following Notice to Proceed	00 55 00 Notice to Proceed

END OF DOCUMENT

DOCUMENT 00 01 10

TABLE OF CONTENTS

DIVISION 00 — PROCUREMENT AND CONTRACTING REQUIREMENTS

00 00 00 PROCUREMENT AND CONTRACTING REQUIREMENTS

INTRODUCTORY INFORMATION

00 01 01 Project Title Page
00 01 09 Summary Bidding Calendar
00 01 10 Table of Contents

PROCUREMENT REQUIREMENTS

00 10 00 SOLICITATION
00 11 00 Advertisements and Invitations
00 11 16 Notice to Bidders

00 20 00 INSTRUCTIONS FOR PROCUREMENT
00 21 00 Instructions
00 21 13 Instructions to Bidders
00 22 19 Enhanced Construction Outreach Program Instructions to Bidders

00 40 00 PROCUREMENT FORMS AND SUPPLEMENTS
00 41 00 Bid Forms
00 41 12 Part A - Qualifications Form
00 41 13 Part B - Price Bid Form
00 43 00 Procurement Form Supplements
00 43 13 Bid Security Form
00 45 00 Representations and Certifications
00 45 13 Non-Collusion Affidavit
00 45 26 Worker's Compensation Certification
00 45 46 Governmental Certifications
00 45 46.01 Prevailing Wage and Related Labor Requirements Certification
00 45 46.04 Hazardous Materials Certification
00 45 46.06 Imported Materials Certification

CONTRACTING REQUIREMENTS

00 50 00 CONTRACTING FORMS AND SUPPLEMENTS
00 51 00 Notice of Award
00 51 13 Notice of Intent to Award
00 52 00 Agreement Forms
00 52 13 Agreement Form – Job Order Contract
00 52 13.1 Debarment and Suspension Certification Form

00 55 00 Notice to Proceed
00 56 00 Escrow of Bid Documentation
00 57 00 Escrow Agreement for Security Deposits in Lieu of Retention

00 60 00 PROJECT FORMS
00 61 00 Bond Forms
00 61 13 Performance and Payment Bond Forms
00 61 13.13 Performance Bond Form
00 61 13.16 Payment Bond Form
00 65 00 Closeout Forms
00 65 19 Certificate of Completion Forms
00 65 19.26 Final Settlement Certificate Form
00 65 36 Warranty Form

00 70 00 CONDITIONS OF THE CONTRACT
00 72 00 General Conditions
00 72 13 General Conditions – Job Order Contract
00 73 00 Supplementary Conditions
00 73 13 Special Conditions
00 73 49 Project Stabilization/Community Benefits Agreement (PSCBA)
00 73 56 Hazardous Materials Procedures and Requirements

DIVISION 01 — GENERAL REQUIREMENTS

01 00 00 GENERAL REQUIREMENTS
01 10 00 Summary
01 10 00 Summary of Work

01 30 00 ADMINISTRATIVE REQUIREMENTS
01 31 19 Project Meetings
01 33 00 Submittal Procedures

01 35 00 SPECIAL PROCEDURES
01 35 13 Special Project Procedures
01 35 13.23 LEED™ Requirements

01 40 00 QUALITY REQUIREMENTS
01 41 00 Regulatory Requirements
01 42 00 References
01 42 13 Abbreviations and Acronyms
01 42 16 Definitions and Reference Standards
01 43 00 Quality Assurance – materials and equipment
01 45 00 Quality Control

01 50 00 TEMPORARY FACILITIES AND CONTROLS

01 60 00 PRODUCT REQUIREMENTS

01 62 00 Product Options and Substitutions
01 65 00 Delivery, Storage and Handling

01 70 00 EXECUTION AND CLOSEOUT REQUIREMENTS
01 71 00 Examination and Preparation
01 71 23 Field Engineering
01 73 00 Execution
01 73 29 Cutting and Patching
01 74 19 Construction Waste Management
01 76 00 Protecting Installed Construction
01 77 00 Contract Closeout Procedures
01 78 00 Closeout Submittals
01 78 23 Operation and Maintenance Instructions
01 78 36 Warranties
01 78 39 Project Record Documents

25 51 13 LIGHTING (place holder only- work with PM for lighting specs per Job order)

Exhibit A Sample Gordian Agreement

Exhibit B Sample Enhanced Construction Outreach Program (ECOP) Form

Exhibit C County of Alameda Minimum Insurance Requirements

Exhibit D Construction Task Catalog and Technical Specifications

DOCUMENT 00 11 16

NOTICE TO BIDDERS

1. Notice is hereby given that The County of Alameda General Services Agency ("GSA") ("County" or "Owner") will receive sealed bids from the following prequalified contractors:

   - Consolidated CM Inc
   - Mark Scott Construction Inc
   - MIK Construction Inc
   - Orea Construction Inc
   - STS Construction Inc

   for the following Job Order Contract:

   Job Order Contract #22059, Master Contract #902038 Job Order Contracting 2022-2023 ADA, Major Maintenance and Tenant Improvement Projects

2. Sealed Bids will be received until 1:00 p.m., July 13, 2022, at 2054 Fairmont Drive, San Leandro, California., at or after which time the County will publicly read aloud the names of contractors who submitted sealed bids via online video conference.

   To attend online visit: Microsoft Teams Meeting; **Dial in Number**: 1 415-915-3950; **Conference ID:** 746 899 390#. Any claim by a bidder of error in its bid must be made in compliance with §5100 et seq. of the Public Contract Code. Any bid that is submitted after this time shall be considered non-responsive and returned to the bidder.

3. The Scope of Work consists of:

   The Job Order Contract (JOC) is an indefinite quantity contract pursuant to which the Contractor will perform a variety of projects, consisting of specific construction tasks, at different locations. The scope of the General Construction JOC Contract is for general major maintenance, ADA improvements, repair, remodel, and other repetitive related work to be performed for the County of Alameda. The County will utilize a Construction Task Catalog® (CTC) containing a series of tasks with preset Unit Prices. The CTC was developed using experienced labor and high-quality materials. All Unit Prices are based on local labor, material and equipment prices including the current prevailing wages. The Contractor will bid Adjustment Factors to be applied to the Unit Prices. The price of an individual project will be determined by multiplying the preset Unit Prices and the appropriate quantities by the appropriate Adjustment Factor.

   To view the Construction Task Catalog and Technical Specifications utilized for this contract refer to Exhibit D. Please reference these documents in regard to the pricing used for this contract.

   The scope of Work for the Contract will be determined by the Detailed Scope of Work issued in connection with individual Job Orders. The scope of work, for each project will be explained to the Contractor at a Joint Scope Meeting. The County will provide a Request for Job Order Proposal and Detailed Scope of Work for each project to the Contractor. The Contractor will be required to review the Detailed Scope of Work and

develop a Price Proposal using appropriate tasks, quantities, and the applicable Adjustment Factor. The County will review the Contractor's Proposal in detail and, if found to be reasonable and acceptable, a Job Order may be issued. The agreed upon price will be a fixed price for the performance of the Detailed Scope of Work.

JOC System License and Fee Agreement:
The County selected The Gordian Group's (Gordian) Job Order Contracting (JOC) Solution for their JOC program. The Gordian JOC Solution™ includes Gordian's proprietary JOC Software and JOC Applications, construction cost data, and Construction Task Catalog® which shall be used by the Contractor solely for the purpose of fulfilling its obligations under this Contract, including the preparation and submission of Job Order Proposals, Price Proposals, subcontractor lists, and other requirements specified by the County. **The Contractor shall be required to execute Gordian's JOC System License and Fee Agreement and pay a 1% JOC System License Fee to obtain access to the Gordian JOC Solution™.** The JOC System License Fee applies to all Job Orders issued to the Contractor under the terms of this Contract. The Contractor shall include the JOC System License Fee in the Adjustment Factors. A sample Gordian Agreement form is included with Contract specifications and is noted at Exhibit A.

On behalf of the Contractor, Alameda County will pay the Contractor License Fee per awarded proposal for the Contractor's access to, and utilization of, Gordian's Proprietary Information. The Contractor License Fee will be dispensed per approved Job Order Proposal (per project/job order) none to exceed $3,000,000 for any single Job Order. The Contractor License Fee will be credited back to the County as reflected in each Notice to Proceed ("NTP"), which will equal the amount of the approved Job Order Proposal minus the 1% fee.

Contract Time:

The term of the Job Order Contract commences on the effective date of the Notice to Proceed issued by the County for the respective Job Order Contract.

The term of the Job Order Contract will be either for one year or when issued Job Orders totaling the Maximum Contract Value have been completed, whichever occurs first. All Job Orders must be issued, but not necessarily completed, within one calendar year of the commencement date of the Contract. Pursuant to Public Contract Code section 20155(e)(2), this contract may be extended or renewed for two subsequent annual terms.

Contract Value:

The Minimum Contract Value for this Contract is $50,000. The Contractor will receive aggregate Job Orders totaling at least $50,000 during the Contract term.

The Maximum Contract Value of the Job Order Contract is $3,000,000 per year. Whereas no Single Job Order may exceed $3,000,000. Pursuant to Public Contract Code section 20155(e)(2), the Maximum Contract Value may be increased by the General Services Agency by a maximum of $6,000,000 over the subsequent two terms of the contract, adjusted annually to reflect the percentage change in the California Consumer Price Index. No Contractor will be issued Job Orders that in total exceed the Maximum Contract Value. The County does not guarantee the Contractor will receive any volume of work in excess

of the Minimum Contract Value. The County may award other construction contracts for the same or similar Work during the term of this Job Order Contract.

4. All bids shall be on the Bid Forms: Part A - Best Value Evaluation Form Document 00 41 12 (Included as a Document submitted within Part A) and Part B - Price Bid Form Document 00 41 13 (Included as a Document submitted within Part B) provided by the County. Each bid must conform to and be responsive to all pertinent Contract Documents, including, but not limited to, the Instructions to Bidders Document 00 21 13 and the Supplemental Instructions to Bidders – Enhanced Construction Outreach Program Document 00 22 19.

5. To bid on this Project, the Bidder is required to possess the following State of California Contractor Licenses:

B – General Contractor License

The Bidder's license(s) must remain active and in good standing throughout the term of the Contract.

6. A bid bond by an admitted surety insurer on the form provided by the County, cash, or a cashier's check or a certified check, drawn to the order of the County of Alameda, in the amount of $25,000 shall accompany the Bid Form, as a guarantee that the Bidder will, within seven (7) calendar days after the date of the Notice of Award, enter into a contract with the County for the performance of the services as stipulated in the bid.

7. The successful Bidder shall be required to furnish a 100 % Performance Bond and a 100% Payment Bond in an amount equal to the Maximum Contract Value if it is awarded the contract for the Work. If the Maximum Contract Value is increased, the Performance Bond and the Payment Bond shall be increased by the same amount.

8. The successful Bidder may substitute securities for any monies withheld by the County to ensure performance under the Contract, in accordance with the provisions of §22300 of the Public Contract Code.

9. The Prime Contractor and all Subcontractors under the Contractor shall pay all workers on all work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the County, pursuant to §§1770 et seq. of the California Labor Code. Prevailing wage rates are also available from the County or on the Internet at: http://www.dir.ca.gov.

10. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The following requirements apply to this bid and contract:

    A. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code §1725.5 [with limited

exceptions from this requirement for bid purposes only under Labor Code §1771.1(a)].

B. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code §1725.5.

11. Job Orders with a construction value under $1,000,000 performed pursuant to this Contract are subject to the skilled and trained workforce requirements of Public Contract Code Sections 2600 through2603. The Contractor and Subcontractors must commit to use a skilled and trained workforce for individual Job Orders under $1,000,000 in accordance with Sections 2600 through 2603 of the Public Contract Code.

12. Job Orders with a construction value of $1,000,000 or more performed pursuant to this Contract are subject to the requirements of the "PROJECT STABILIZATION/COMMUNITY BENEFITS AGREEMENT for the COUNTY OF ALAMEDA" as described in Project Stabilization/ Community Benefit Document 00 73 49. In consideration of the award of a Contract to perform the Work, the Contractor agrees to be party to and bound by the "PROJECT STABILIZATION/COMMUNITY BENEFITS AGREEMENT for the COUNTY OF ALAMEDA" for Job Orders with a construction value of $1,000,000 or more. Contractor agrees to execute the "PROJECT STABILIZATION/COMMUNITY BENEFITS AGREEMENT for the COUNTY OF ALAMEDA" Letter of Assent Document 00 73 49B Exhibit A and shall require all of its subcontractors, of whatever tier, to become similarly bound for all Job Orders with a construction value of $1,000,000 or more within the scope of this Contract by signing an identical Letter of Assent.

13. A **mandatory pre-bid conference** will be held **online only** via Microsoft Teams on June 24, 2022, at 10:00 a.m. **To attend online visit**: Microsoft Teams Meeting; **Dial in Number**: 1 415-915-3950; **Conference ID**: 302 002 490#. If mandatory, failure to attend or arrival after the material start of the meeting will render bid ineligible.

14. Contract documents such as the Construction Task Catalog (CTC) and Technical Specifications are available to review and download online. Please visit Exhibit D for additional information.

15. It is County policy to minimize the expenditure of County funds on goods and services produced by any entity which buys, sell, leases or distributes commodities and/or professional services to (1) the government of Burma; or (2) any entity organized under the laws of Burma; or (3) any entity which does business with any private or public entity located in Burma, or conducts operations in Burma. Contractors are urged to comply with the policy in making purchases and subcontracts. (ref. Alameda County, Cal., Adm. Code tit.4, §4.32.050(B), (F))

16. Contractors must comply with County Administrative Code's CONSTRUCTION DEBRIS MANAGEMENT AND GREEN BUILDING PRACTICES. If a Job Order is designed to meet a minimum LEED™ rating under the LEED rating system, or a county-approved equivalent, then the Contractor shall be required to perform all work under that Job Order in a manner that will not hinder LEED™ certification of the Job Order.

17. The County reserves the right to reject any and all bids and/or waive any irregularity in any bid received. If the County awards the Contract, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

18. The County shall award the Contract, if it awards it at all, to the bidder whose bid provides the Best Value to the County as determined by the criteria set forth in Public Contract Code section 20155, *et seq*.

    A. The best value bidder will be selected according to the selection process described in Instruction to Bidders Document 00 21 13.

    B. The Contract will be awarded to the responsible and responsive bidder whose proposal is determined by the County to provide the County with the Best Value.

END OF DOCUMENT

ATTACHMENT 1

PLAN ROOM ADVERTISING LIST

☐	1	Bay Area Builders Exchange** 3055 Alvarado Street San Leandro, CA 94577 Phone: (510) 483-8880 ;Fax: (925) 685-3424 Email: planroom@bayareabx.com (This is a merger of Builders Exchange of Alameda County and Contra Costa Builders Exchange 5/18/15.)	☐	2	San Francisco Builders Exchange 850 South Van Ness Avenue San Francisco, CA 94110 Phone: (415) 282-8220 Fax: (415) 821-0363 Email: djohnsonsf@sbcglobal.net
☐	3	Dodge Data and Analytics (Dodge Plan Room, formerly McGraw-Hill Construction Dodge) (Online) 3315 Central Avenue Hot Springs Arkansas (AR) 71913 **(Contact: Gerry McCarthy)** 626-531-6818; Fax: 626-226-1623 Email gerry.mccarthy@construction.com	☐	4	Small Business Exchange 703 Market Street, Suite 1000 San Francisco, CA 94103 Phone: (415) 778-6250 Fax: (415) 778-6255 Email: sbe@sbeinc.com
☐	5	Central California Builders Exchange 1244 N. Mariposa St. Fresno, Ca 93703 Phone (559) 237-1831; Fax (559) 264-2532 Email: megan@cencalbx.com	☒	6	County of Alameda Current Contracting Opportunities Website located at http://www.acgov.org/gsa_app/gsa/purchasing/bid_content/contractopportunities.jsp
☐	7	The Blue Book Building & Construction Network (www.bb-bid.com Online) Contact: Amanda Limitone, Project Communication Specialist Phone: (855) 805-2560, ext.3145; Email: alimitone@thebluebook.com			
☐	8	Reed Construction Data** – Online/Electronic Plan Room 30 Technology Parkway South, Suite 100 Norcross, GA 30092-2912 Phone: (770) 209-3396 Jeannie Kwan; Fax (Addenda only): (800) 303-8629; Fax (Notice to Bidders/IFB): (800) 642-2437; Email (addenda only): docprocessing@reedbusiness.com *-Send requests to advertise to above address/fax/phone-* Local Email: jeannie.kwan@reedbusiness.com (EPR: http://www.reedconstructiondata.com)			
☐	9	East Bay Blue Print & Supply Co. 1745 Fourteenth Ave Oakland, CA 94606 Phone: (510) 261-2990 - Sandy Petty Email: ebbp@eastbayblueprint.com			
☐	10	Construction Bidboard, Inc. (Online)** 11622 El Camino Real, Suite 100 San Diego, CA 92130 800-479-5314 phone; 619-688-0585 fax **(Contact Dorothy Ellithorpe** dellithorpe@ebidboard.com) Alternate: planroom@ebidboard.com* ebidboard@gmail.com			

* Plans/Specs must be sent to individual Plan Rooms to ensure posting at that location.
**Construction trade journals specified for alternate bidding procedures for projects between $25,000 and $125,000 minimum advertising requirements. County policy is to post all construction projects over $25,000 in all listed Plan Rooms, Press/Newspaper Publications and Local Chambers of Commerce/Trade Organizations

DOCUMENT 00 21 13

INSTRUCTIONS TO BIDDERS

Bidders shall follow the instructions in this document, and shall submit all documents, forms, and information required for consideration of the Bid.

County will evaluate information submitted by the Bidder and, if incomplete or unsatisfactory to County, the Bid may be rejected at the sole discretion of County.

1. Sealed Bids are requested for this Job Order Contract. The County intends to award the following Job Order Contract:

   Job Order Contract #22059, Master Contract #902038, Job Order Contracting 2022-2023 ADA, Major Maintenance and Tenant Improvement Projects

2. County will receive Sealed Bids from Bidders as stipulated in the Notice to Bidders Document 00 11 16.

3. Bidders must submit Sealed Bids on Bid Forms: Part A – Qualifications Form Document 00 41 12, Part B - Price Bid Form Document 00 41 13, and all other required County forms. Bids not submitted on the County's required forms shall be deemed non-responsive and shall not be considered. Additional sheets required to fully respond to requested information are permissible.

4. Bidders must supply all information required by each Bid Document. Bids must be completed in full. County reserves the right in its sole discretion to reject any Bid as non-responsive as a result of any error or omission in the Bid. The Bids shall be submitted together in two parts by the submission deadline. Bidders must complete and submit all of the following documents:

   a. Contractor's responses to the Part A – Qualifications Form, Document 00 41 12

      and

   b. A separately sealed price bid, Part B - Price Bid Form, Document 00 41 13

5. The Evaluation Committee will review all Part A Qualifications submissions and score them based upon the criteria and weighting of the criteria outlined in this Bid document, without regard to price.

6. After the qualifications evaluations and oral presentations, if any, are completed, the Evaluation Committee will tally the total quality point score for each bidder. After the Evaluation committee determines the quality point scores for each bidder, the County will unseal the Price Bids. To determine each bidder's price bid, the Price Criteria Figure for each bidder will be applied to the annual contract value of $3,000,000, minus the certified small local business bid preference (if applicable) as specified in Section 5 of Supplementary Instructions to Bidders – Enhanced Construction Outreach Program

Document 00 22 19. The bidder's price bid will then be divided by that bidder's total quality points score to determine that bidder's resulting price per quality point. The bid with the lowest resulting price per quality point will be deemed to represent the Best Value Bid.

7. If the Bidder with the Best Value Bid refuses or fails to execute a tendered contract, the Board of Supervisors may, at its discretion, determine that the bidder with the second lowest price per quality point represents the Best Value Bid. If the Bidder with the second lowest resulting price per quality point refuses or fails to execute a tendered contract, the Board of Supervisors may, at its discretion, determine that the bidder with the third lowest price per quality point represents the Best Value Bid.

8. The County will make a recommendation to the Board of Supervisors to award a contract to the Bidder with Best Value Bid. The Board of Supervisors may, in its discretion, either award the contract to the Bidder with the Best Value Bid or reject all bids.

9. Notwithstanding a recommendation of a department, agency, individual, or other, the Board of Supervisors retains the right to exercise its judgment to determine which responsible Bidder provides the bid with the best value to the County. The Board of Supervisors is the ultimate decision-making body and makes the final determinations necessary to arrive at a decision to award, or not award, a contract.

10. If the County determines to award a contract, it shall be awarded to the responsive and responsible Contractor whose bid provides the Best Value to the County. The Board of Supervisors reserves the right to reject any or all bids or to waive in the public interest technical or inconsequential errors or discrepancies in bids submitted.

11. Bid Submission Requirements: Bids shall be submitted in the format as described below:

    a. All bids must be submitted in 8.5" x 11" format.
    b. Submit one (1) complete bound copies of the Part A - Qualifications; and a separately sealed, the original Part B – Price Bid Package.
    c. Submit via flash drive or external hard drive, an electronic file, in PDF format, of Part A - Qualifications. Contractor shall not submit Part B - Price Bid Package as part of the bid in the electronic file.

12. Part A - Qualifications shall be comprised of sections divided by tabs as described below. In addition, Bidder shall separately submit a sealed price section, as further described below.

Tab 1 – Cover Letter

Name and address of the organization submitting the bid; whether the proposing firm is a sole proprietorship, partnership, corporation, or joint venture; and the name, address, telephone number, and e-mail address of the contact person who will be authorized to make representations for the organization. Include a statement affirming the Bidder's sound financial capability. In addition to brief introduction, attach the following to the Cover Letter:

Corporations or Limited Liability Company (LLC)

The Bidder shall submit the following documentation with the Bid:

i. A copy of a "Certificate of Good Standing" with the state of incorporation/organization.
ii. A confirmed copy of the most recent "Statement of Information" as filed with the California Secretary of State listing corporate officers or members and managers.

Limited Partnership

i. The Bidder shall submit a conforming copy of the Certificate of Limited Partnership or Application for Registration of Foreign Limited Partnership as filed with the California Secretary of State, and any amendments.

Tab 2 – Table of Contents

Table of Contents shall include an outline of the Bid, identified by sequential page number and tab titles as described in this Section.

Tab 3 – Qualifications

Qualifications submission is comprised of five (5) sections, submitted using Part A - Qualifications Form Document 00 41 12.

Section 1 – Relevant Experience and References:

Submit a list of previously completed projects in accordance with the criteria set forth below. All projects submitted must have a final completion date within a five-year period from the date this Instructions to Bidders was released. Projects with a completion date before the five-year period, will not be considered. All projects provided as relevant experience must be completed by the prime contractor bidding on this contract. Projects not performed by the prime contractor will not be evaluated.

1. Submit a description of a maximum of five (5) projects whose final project value including change orders is equal to or less than $100,000. For each project, clearly describe the project scope, the Bidder's role, and which work was subcontracted or self-performed. Describe any challenges encountered and the Bidder's actions to help resolve. Attach additional sheet(s) as necessary.

2. Submit a maximum of five (5) projects whose final project value including change orders is between $100,000.01 and $500,000. For each project, clearly describe the project scope, the Bidder's role, and which work was subcontracted or self-performed. Describe any challenges encountered and the Bidder's actions to help resolve. Attach additional sheet(s) as necessary.

3. Submit a maximum of five (5) projects whose final project value including change orders is greater than $500,000. For each project, clearly describe the project scope, the Bidder's role, and which work was subcontracted or self-performed. Describe any challenges encountered and the Bidder's actions to help resolve. Attach additional sheet(s) as necessary.

4. Relevant Experience Narrative: Submit a narrative prepared by the Bidder that addresses the following:

    a. Statement setting forth relevant experience, including the experience, competency, capability, and capacity to complete projects of similar size, scope, or complexity as the work set forth in this Bid;

    b. Statement of how many contracts in the past five (5) years were structured as a Job Order Contract or other indefinite quantity contract that contemplated issuing multiple, unrelated projects or work orders utilizing a Construction Task Catalog® or other unit price book; and

    c. Statement if the Bidder has a current Job Order Contract with the County, and if so, for each contract the approximate time left on the contract, and the approximate value of work performed under the contract.

Section 2 – Demonstrated Management Competency:

1. Organization Chart: Provide an organizational chart that identifies the roles and responsibilities of the project manager, superintendent(s), and/or resources which include subcontractors assigned to support the County. Work within the County's secured facilities will require security background clearances. All staff requiring entry to secured facilities must pass a background check.

2. Key Personnel Assigned to the Contract: Identify the key personnel assigned to the Contract.

3. Staffing/Resource Plan: Include a Staffing/Resource Plan for the Job Orders, for the duration of the Contract, including resumes. The Bidder's Staffing/Resources Plan shall include resumes for at least the following proposed key personnel: project manager, construction superintendent, scheduler, cost estimator, and or staff with expertise to perform the required services.

4. High Volume of Work Plan: Identify the Bidder's ability to add additional staff should the volume of work increase to the point where additional staff is required to support the County and its Job Order Contracting program.

5. Contract and Job Order Management Plan: Include a Statement of Bidder's Management Capacity / Contract and Job Orders Management Plan, that shall

include a narrative on why that Plan is advantageous to the County. When developing the Contract Management Plan, please take into account the following items, which shall include without limitation:

a. Total Contract Value of $3 million with the option for 2 subsequent annual term extensions. In the County's sole discretion, the Total Contract Value may increase a maximum of $6 million over the subsequent 2 terms.

b. Individual Job Orders may range from $1 to $3,000,000.

c. Assurance of compliance with prevailing wage requirements, building codes, and all applicable codes and regulations.

d. Response Time in case an emergency response is required.

Section 3 – Labor Compliance: Prepare and include as evidence of labor compliance a statement of labor compliance, including past performance with contract and statutory wages and qualifications of the workforce. At a minimum, Proposer must state its past compliance for the last 5 years relating to all of the following: the County's countywide project labor agreement or another public agency's project labor agreement, the apprenticeship requirements of the California Apprenticeship Council and the Department of Industrial Relations, past compliance with requirements to pay prevailing wages on public works projects, and number of stop payment notices lodged in relation to projects where Proposer acted as the prime contractor.

1. At any time during the last five years, has Bidder been found to have violated any provision of the California apprentice laws or regulations, or the laws pertaining to use of apprentices? If yes, provide the date(s) of such findings, and attach copies of the Department's final decision(s).

2. During the last five (5) years, was Bidder required to pay either back wages or penalties for Bidder's failure to comply with the State's prevailing wage laws? If yes, identify the violation by providing the project name, date of the violation, name of the entity (or entities), a brief description of the nature of the violation, and a brief description of the status of the violation (pending, or if resolved, a brief description of the resolution.

3. Enhanced Construction Outreach Program (ECOP) Plan: Include a Statement of Proposer's ECOP Plan, that shall include a narrative on why that Plan is advantageous to the County. When developing the ECOP Plan, please take into account the following items, which shall include without limitation the following:

    a. Provide and identify Bidder's plan to meet the ECOP goals for this contract.

b. Identify Bidder's plan to make a good faith effort to achieve the participation of M/W/S/LBE subcontractors, manufacturers, suppliers and/or truckers.

c. Provide examples and strategies implemented to achieve prior subcontracting goals on other related contracts.

d. Prepare and include as evidence past M/W/S/LBE subcontracting performance results.

Section 4 – Safety Record:

1. Include a statement and summary describing the Bidder's safety record for the past three years, including prior history concerning the safe performance of construction work. At minimum, the Bidder must include the following:

    a. Include a statement and summary of the Bidder's Safety Plan during construction, including Bidder's approach to safety programs, including Subcontractor involvement.

    b. Include a statement and summary of the Bidder's average total recordable injury or illness rate and average lost work rate for the most recent three-year period.

2. Attach a letter from the Bidder's insurance company, on the insurance carrier's letterhead, stating the Bidder's Experience Modification Rate (EMR) for the most recent three-year period: 2020, 2019, and 2018.

3. If, during any year, the EMR is greater than 1.0, attach an explanation as to why the EMR is greater than 1.0 and steps taken to reduce the EMR to ensure the EMR remains below 1.0.

4. Does your firm have a written safety program that meets CAL/OSHA requirements? (Provide a copy for reference)

5. Have you had Cal/OSHA fines in the serious, repeat, or willful categories? If yes, provide additional information.

Section 5 – Financial Condition:

1. Provide a letter from the bonding company, on the surety company's letterhead that states all of the following: 1) how long the company has been providing bonds to the Bidder, 2) the Bidder's bonding capacity (aggregate dollar amount), 3) the current amount of bonding outstanding, and 4) the surety's commitment to providing a bond(s) in the amount of the Maximum Contract Value.

2. Provide a letter from the insurance company, on the insurance company's letterhead, that states all of the following: 1) how long the company has been

providing insurance to the Bidder, and 2) the Bidder's ability to meet or exceed the insurance requirements set forth in these Bid Documents.

Tab 4 – Required Forms

Bidder shall complete and submit the following Documents:

a. Document 00 43 13 Bid Security Form or other security
b. Document 00 45 13 Non-Collusion Affidavit
c. Enhanced Construction Outreach Program Package as required by Supplementary Instructions to Bidders – Enhanced Construction Outreach Program Document 00 22 19.
d. Document 00 52 13.1 Debarment and Suspension Certification Form
e. Bidder understands that failure to complete and submit the above documents will deem the Bid to be non-responsive, in which case the Bid will be rejected by the County.

13. Evaluation of Part A –Qualifications: Pursuant to §20155.5(a)(1), an evaluation committee appointed by the County shall evaluate the qualifications of the bidders and shall assign a qualification score to each bid. The evaluation committee will evaluate the qualifications package in accordance with the following table:

Qualification Package Category	**Evaluation Weight**
Relevant Experience	30%
Demonstrated Management Competency	20%
Labor Compliance	20%
Safety Record	20%
Financial Condition	10%
Total Qualification Score:	**100%**

14. Evaluation of Part B – Price Bid Package: *The Bidder must submit Part B - Price Bid Form Document 00 41 13 in a secondary, individually sealed envelope attached to the evaluation package.* Failure to keep the Price Bid Form sealed may result in the Bid being deemed non-responsive and rejected.

Price Bids will be submitted in the form of four pricing Adjustment Factors. When preparing the Price Bid, the Contractor shall select the appropriate Adjustment Factor.

The Adjustment Factors are as follows:

1. General Facilities Normal Working Hours: Standard shift work between the hours of 7:00 AM and 5:00 PM, Monday through Friday

2. General Facilities Other than Normal Working Hours: Hours outside Normal Working Hours including all day Saturday, Sunday and County Holidays.

3. Secured Facilities Normal Working Hours: Standard shift work between the hours of 7:00 AM and 5:00 PM, Monday through Friday.

4. Secured Facilities Other than Normal Working Hours: Hours outside Normal Working Hours including all day Saturday, Sunday and County Holidays.

Price Criteria Figure Formula:

Adjustment Factor	**% Weight (For Evaluation Only)**
General Facilities, Normal Working Hours	65%
General Facilities, Other than Normal Working Hours	15%
Secured Facilities, Normal Working Hours	10%
Secured Facilities, Other than Normal Working Hours	10%

15. All Unit Prices listed in the Construction Task Catalog® are priced at a net value of 1.0000. The Adjustment Factors shall be an increase or decrease to all the Unit Prices listed in the Construction Task Catalog®. For example, 1.1000 would be a 10% increase to the Unit Prices and 0.9500 would be a 5% decrease to the Unit Prices. Bidders who submit separate Adjustment Factors for separate Unit Prices will be considered non-responsive and their bid will be rejected.

16. The bidder's Adjustment Factors must contain allowances for overhead, profit, bond premiums, insurance, mobilization, proposal development, shop drawings and submittals, and all contingencies in connection therewith, as no additional allowance will be made later.

17. Any change in the applicable minimum hourly rates of wages during the contract period shall not affect the unit price to be paid by the County for work performed under the contract.

18. Bidders must submit with their Bids cash, a cashier's check or a certified check payable to County, or a Bid Bond of not less than twenty-five thousand dollars ($25,000). Required form of corporate surety, Bid Security Form, is provided by County and must be used and fully completed by Bidders choosing to provide a Bid Bond as security. The Surety on Bidder's Bid Bond must be an insurer admitted in the State of California and authorized to issue surety bonds in the State of California. Bids submitted without necessary bid security will be deemed non-responsive and will not be considered.

19. Document Submittal Checklist: Please ensure that you have completed and submitted all the requested forms. The Bidder may use the document submittal checklist below to ensure that all requested information is included with the Bid.

    Part A: Qualifications Package:

    a. _____ Tab 1 - Cover Letter

    b. _____ Tab 2- Table of Contents

    c. _____ Tab 3 - Part A - Qualifications Document 00 41 12

    d. _____ Tab 5 - Required Certifications and Forms

    Part B: Price Bid Package:

    a. _____ Part B - Price Bid Form Document 00 41 13

20. If Bidder to whom Contract is awarded shall for **SEVEN (7)** calendar days after the date of the Notice of Award, fail or neglect to enter into Contract and submit required bonds, insurance certificates, and all other required documents, County may deposit Bid Bond, cash, cashier's check, or certified check for collection, and proceeds thereof may be retained by County as liquidated damages for failure of Bidder to enter into Contract, in the sole discretion of County. It is agreed that calculation of damages County may suffer as a result of Bidder's failure to enter into the Contract would be extremely difficult and impractical to determine and that the amount of the Bidder's required bid security shall be the agreed and conclusively presumed amount of damages.

21. In response to a job order proposal, the successful Contractor will be required to submit with its Price proposal for each Job Order the Designated Subcontractors List for those subcontractors who will perform any portion of Work, including labor, rendering of service, or specially fabricating and installing a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of Base Bid. Failure to submit this list when required by law shall result in Bid being deemed non-responsive and the Bid will not be considered.

22. County will transmit to all prospective Bidders of record such Addenda as County in its discretion considers necessary in response to questions arising at the Site Visit. Oral statements shall not be relied upon and will not be binding or legally effective. Addenda

issued by the County as a result of the Site Visit, if any shall constitute the sole and exclusive record and statement of the results of the Site Visit.

23. Bidders shall submit the Non-Collusion Affidavit with their Bids. Bids submitted without the Non-Collusion Affidavit shall be deemed non-responsive and will not be considered.

24. Bids shall be clearly written without erasure or deletions. County reserves the right to reject any Bid containing erasures or deletions.

25. Bidders shall not modify Bid Forms: Part A - Qualifications Document 00 41 12, Part B - Price Bid Form 00 41 13 or qualify their Bids. Bidders shall not submit to the County a scanned, re-typed, word-processed, or otherwise recreated version of Bid Forms: Part A - Qualifications Document 00 41 12, Part B - Price Bid Form 00 41 13 or other County-provided documents.

26. The successful Bidder and all its subcontractors shall pay all workers on all work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the County, pursuant to §§1770 et seq. of the California Labor Code. Additionally, the successful Bidder and all its subcontractors shall enter their certified payroll via web application Elations® as well as upload certified payroll records into the Department of Industrial Relations, State of California website.

27. Submission of Bid signifies Contractor, and all its subcontractors agree to commit to use a skilled and trained workforce for individual Job Orders with a construction value under $1,000,000 in accordance with Sections 2600 through2603 of the Public Contract Code.

28. Submission of Bid signifies Contractor agreement to be party to and bound by the “PROJECT STABILIZATION/COMMUNITY BENEFITS AGREEMENT for the COUNTY OF ALAMEDA” for individual Job Orders with a construction value of $1,000,00 or more. Contractor agrees to execute the “PROJECT STABILIZATION/COMMUNITY BENEFITS AGREEMENT for the COUNTY OF ALAMEDA” Letter of Assent and shall require all of its subcontractors, of whatever tier, to become similarly bound for all Job Orders with a construction value of $1,000,000 or more within the scope of this Contract by signing an identical Letter of Assent. Refer to Document 00 73 49 (Project Stabilization / Community Benefits Agreement) and Document 00 73 49B Exhibit A (Letter of Assent).

29. Submission of Bid signifies careful examination of Contract Documents and complete understanding of the nature, extent, and location of Work to be performed. Bidders must complete the tasks listed below as a condition to bidding, and submission of Bid shall constitute the Bidder's express representation to County that Bidder has examined thoroughly and understands the nature and extent of the Contract Documents, Construction Task Catalog®, Technical Specifications, and federal, state and local laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto:

a. Bidder understands the Job orders (projects) for this contract can transpire anywhere within the boundaries of Alameda County and will examine thoroughly and understand the nature and extent of each unique job order , Scope of Work, Site, locality, actual conditions, as-built conditions, and all local conditions and federal, state and local laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto;

b. For each Job order, prior to any work, Bidder will conduct or obtain and has understood all examinations, investigations, explorations, tests, reports, and studies that pertain to the subsurface conditions, as-built conditions, underground facilities, and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance, or furnishing of Work, as Bidder considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time, and in accordance with the other terms and conditions of Contract Documents, including specifically the provisions of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies, or similar information or data are or will be required by Bidder for such purposes;

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

d. Bidder has given County prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and the actual conditions, and the written resolution thereof by County is acceptable to Bidder;

e. Bidder has made a complete disclosure in writing to County of all facts bearing upon any possible interest, direct or indirect, that Bidder believes any representative of County or other officer or employee of County presently has or will have in this Contract or in the performance thereof or in any portion of the profits thereof;

f. Bidder must, prior to submitting a job order proposal, to perform the work, have performed investigations, research, and analysis required per specific job order and that Bidder represents these details within each detailed scope of work per Job order proposal. Bidders are charged with all information and knowledge that a reasonable bidder would ascertain from having performed this required work, investigation, research, and analysis. Bid prices must include entire cost of all work "incidental" to completion of the Work;

g. Conditions Shown or described in the Scope of work as related to each unique Job Order as related to this Contract: Information as to underground conditions, as-built conditions, or other conditions or obstructions, indicated in the Contract Documents, e.g., on Drawings or in Specifications, has been obtained with

reasonable care, and has been recorded in good faith. However, County only warrants, and Bidder may only rely, on the accuracy of limited types of information;

(1) As to above-ground conditions or as-built conditions shown or indicated in the Contract Documents, there is no warranty, express or implied, or any representation express or implied, that such information is correctly shown or indicated. This information is verifiable by independent investigation and Bidder is required to make such verification as a condition to bidding. In submitting its Bid, Bidder shall rely on the results of its own independent investigation. In submitting its Bid, Bidder shall not rely on County-supplied information regarding above-ground conditions or as-built conditions.

(2) As to any subsurface condition shown or indicated in the Contract Documents, Bidder may rely only upon the general accuracy of actual reported depths, actual reported character of materials, actual reported soil types, actual reported water conditions, or actual obstructions shown or indicated. County is not responsible for the completeness of such information for bidding or construction; nor is County responsible in any way for any conclusions or opinions of Bidder drawn from such information; nor is County responsible for subsurface conditions that are not specifically shown (for example, County is not responsible for soil conditions in areas contiguous to areas where a subsurface condition is shown).

h. Conditions Shown in Reports and Drawings Supplied for Informational Purposes: Reference is made to the document entitled Geotechnical Data, and the document entitled Existing Conditions Information, for identification of:

(1) Subsurface Conditions: Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that have been utilized by Architect in preparing the Contract Documents; and

(2) Physical Conditions: Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that has been utilized by Architect in preparing the Contract Documents.

(3) These reports and drawings are **not** Contract Documents and, except for any "technical" data regarding subsurface conditions specifically identified in Geotechnical Data and Existing Conditions Information, and underground facilities data, Bidder may not in any manner rely on the information in these reports and drawings. Subject to the foregoing, Bidder must make its own independent investigation of all conditions affecting the Work and must not rely on information provided by County.

30. Bidders may examine any available "as-built" drawings of previous work by giving County reasonable advance notice. County will not be responsible for accuracy of "as-

built" drawings. The document entitled Existing Conditions Information applies to all supplied "as-built" drawings.

31. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are on file at the County's principal office. Prevailing wage rates are also available from the County or on the internet at (http://www. dir.ca.gov)

32. All questions about the meaning or intent of the Contract Documents are to be directed in writing, including by e-mail, to County. Interpretations or clarifications considered necessary by County in response to such questions will be issued in writing by Addenda faxed, mailed, or delivered to all parties recorded by County as having received the Contract Documents. Questions received less than **TEN (10)** business days prior to the date for opening Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

33. Addenda may also be issued to modify other parts of the Contract Documents as deemed advisable by County.

34. Each Bidder must acknowledge each Addendum in its Part B – Price Bid Form 00 41 13 by number or its Bid shall be considered non-responsive. Addenda shall be part of the Contract Documents. A complete listing of Addenda may be secured from County.

35. Bids shall be based on products and systems specified in Contract Documents or listed by name in Addenda. County is not responsible and/or liable in any way for a Bidder's damages and/or claims related, in any way, to that Bidder's basing its bid on any requested substitution that County has not approved. Bidders and materials suppliers who submit requests for substitutions prior to the award of the Contract must do so in writing and in compliance with Public Contract Code §3400. All requests must comply with the following:

    a. County must receive any request for substitution a minimum of **TEN (10)** business days prior to bid opening.

    b. Requests for substitutions shall contain sufficient information to assess acceptability of product or system and impact on Project, including, without limitation, the requirements specified in the Special Conditions and the Specifications. Insufficient information shall be grounds for rejection of substitution.

    c. Approved substitutions shall be listed in Addenda. County reserves the right not to act upon submittals of substitutions until after bid opening.

    d. Substitutions may be requested after Contract has been awarded only if indicated in and in accordance with requirements specified in the Special Conditions and the Specifications.

36. All Bids must be sealed, and marked with name and address of the Bidder and the Project Number, Bid number, Bid package, and time of bid opening. Bids will be received as indicated in the Notice to Bidders.

    a. Mark envelopes with the name of the Project.

    b. Bids must be submitted at the place and by date and time shown in the Instructions to Bidders.

    c. Bids must contain all documents as required herein.

37. Bids received will be announced publicly immediately after the time indicated for receipt of bids.

38. Time for Completion: County may issue a Notice to Proceed within **NINETY (90)** calendar days from the date of the Notice of Award. Once Contractor has received the Notice to Proceed, Contractor shall complete the Work within the period of time indicated in the Contract Documents.

    a. In the event that County desires to postpone issuing the Notice to Proceed beyond the 90-day period above, it is expressly understood that with reasonable notice to the Contractor, County may postpone issuing the Notice to Proceed.

    b. It is further expressly understood by Bidder that Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of the issuance of the Notice to Proceed beyond the 90-day period. If the Contractor believes that a postponement of issuance of the Notice to Proceed will cause a hardship to the Contractor, the Contractor may terminate the Contract. Contractor's termination due to a postponement beyond this 90-day period shall be by written notice to County within **TEN (10)** calendar days after receipt by Contractor of County's notice of postponement.

    c. It is further understood by Bidder that in the event that Contractor terminates the Contract as a result of postponement by County, County shall only be obligated to pay Contractor for the Work that Contractor had performed at the time of notification of postponement and which County had in writing authorized Contractor to perform prior to issuing a Notice to Proceed.

    d. Should the Contractor terminate the Contract as a result of a notice of postponement, County shall have the authority to award the Contract to the next lowest responsive responsible bidder.

39. The Bidder to whom Contract is awarded shall execute and submit the following documents by 5:00 p.m. of the **SEVENTH (7TH)** calendar day following the date of the Notice of Award. Failure to properly and timely submit these documents entitles County to reject the bid as non-responsive.

    a. Document 00 52 13 Agreement: To be executed by successful Bidder. Submit one (1) original copy bearing an original DocuSign electronic signature. If

successful Bidder is unable to provide an electronic signature, they may submit four (4) copies bearing an original wet signature.

b. Document 00 61 13.13 Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.

c. Document 00 61 13.16 Payment Bond (100%) (Contractor's Labor and Material Bond): On the form provided in the Contract Documents and fully executed as indicated on the form.

d. Insurance Certificates and Endorsements as required.

e. Document 00 45 26 Workers' Compensation Certification.

f. Document 00 45 46.01 Prevailing Wage and Related Labor Requirements Certification.

g. Document 00 45 46.04 Hazardous Materials Certification.

h. Document 00 45 46.06 Imported Materials Certification.

i. Document 00 52 13.1 Debarment And Suspension Certification Form

j. Document 00 73 49B Exhibit A "PROJECT STABILIZATION/COMMUNITY BENEFITS AGREEMENT for the COUNTY OF ALAMEDA" Letter of Assent

40. Any Bid protest by any Bidder regarding any other Bid must be submitted in writing to the County's GSA–Office of Acquisition Policy, ATTN: Contract Compliance Officer, located at 1401 Lakeside Drive, 10th Floor, Oakland, CA 94612, Fax: (510) 208-9720, before 5:00 p.m. of the FIFTH (5th) business day following the date of issuance of the Notice of Intent to Award, not the date received by the Bidder. A Bid protest received after 5:00 p.m. is considered received as of the next business day.

a. The Bid protest must contain a complete statement of the reasons and facts for the protest.

b. The protest must refer to the specific portions of all documents that form the basis for the protest.

c. The protest must include the name, address, email address, fax number and telephone number of the person representing the protesting party.

d. The County Agency/Department will notify all bidders of the protest as soon as possible.

e. Upon receipt of written protest, GSA–Office of Acquisition Policy, or designee, will review and evaluate the protest and issue a written decision. The GSA–Office of Acquisition Policy, may, at its discretion, investigate the protest, obtain additional information, provide an opportunity to settle the protest by mutual

agreement, and/or schedule a meeting(s) with the protesting Bidder and others (as appropriate) to discuss the protest. The decision on the bid protest will be issued at least ten (10) business days prior to the Board hearing or GSA award date.

f. The decision will be communicated by e-mail, fax, or US Postal Service mail, and will inform the bidder whether or not the recommendation to the Board of Supervisors or GSA in the Notice of Intent to Award is going to change. A copy of the decision will be furnished to all Bidders affected by the decision. As used in this paragraph, a Bidder is affected by the decision on a Bid protest if a decision on the protest could have resulted in the Bidder not being the apparent successful Bidder on the Bid.

g. The decision of the GSA-Office of Acquisition Policy on the bid protest may be appealed to the Auditor-Controller's Office of Contract Compliance & Reporting (OCCR) located at 1221 Oak St., Room 249, Oakland, CA 94612, Fax: (510) 272-6502 unless the OCCR determines that it has a conflict of interest in which case an alternate will be identified to hear the appeal and all steps to be taken by OCCR will be performed by the alternate. The Bidder whose Bid is the subject of the protest, all Bidders affected by the GSA-Office of Acquisition Policy's decision on the protest, and the protestor have the right to appeal if not satisfied with the GSA-Office of Acquisition Policy's decision. All appeals to the Auditor-Controller's OCCR shall be in writing and submitted within five (5) business days following the issuance of the decision by the GSA-Office of Acquisition Policy, not the date received by the Bidder. An appeal received after 5:00 p.m. is considered received as of the next business day. An appeal received after the FIFTH (5th) business day following the date of issuance of the decision by the GSA-Office of Acquisition Policy shall not be considered under any circumstances by the GSA or the Auditor-Controller OCCR.

h. The appeal shall specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal.

i. In reviewing protest appeals, the OCCR will not re-judge the proposal(s). The appeal to the OCCR shall be limited to review of the procurement process to determine if the contracting department materially erred in following the Bid or, where appropriate, County contracting policies or other laws and regulations.

j. The appeal to the OCCR also shall be limited to the grounds raised in the original protest and the decision by the GSA-Office of Acquisition Policy. As such, a Bidder is prohibited from stating new grounds for a Bid protest in its appeal. The Auditor-Controller (OCCR) shall only review the materials and conclusions reached by the GSA-Office of Acquisition Policy or department designee, and will determine whether to uphold or overturn the protest decision.

k. The Auditor’s Office may overturn the results of a bid process for ethical violations by Procurement staff, County Selection Committee members, subject matter experts, or any other County staff managing or participating in the competitive bid process, regardless of timing or the contents of a bid protest.

l. The decision of the Auditor-Controller's OCCR is the final step of the appeal process. A copy of the decision of the Auditor-Controller's OCCR will be furnished to the protestor, the Bidder whose Bid is the subject of the Bid protest, and all Bidders affected by the decision.

m. The County will complete the Bid protest/appeal procedures set forth in this paragraph before a recommendation to award the Contract is considered by the Board of Supervisor or GSA.

n. The procedures and time limits set forth in this paragraph are mandatory and are each Bidder's sole and exclusive remedy in the event of Bid Protest. A Bidder's failure to timely complete both the Bid protest and appeal procedures shall be deemed a failure to exhaust administrative remedies. Failure to exhaust administrative remedies, or failure to comply otherwise with these procedures, shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings.

41. A responsive bid is a solicited bid that has been determined to be in conformance with the conditions, completion or delivery requirements, and specifications detailed in the solicitation for bid. Responsive bids are those submitted on time; contain complete information, and required submittals and/or supporting documentation.

42. A responsible bidder is defined by the California Public Contract Code §1103 as "a bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform this public works contract."

43. County reserves the right to reject any or all bids, including without limitation the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional bids, to re-bid, and to reject the bid of any bidder if County believes that it would not be in the best interest of County to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by County. County also reserves the right to waive inconsequential deviations not involving price, time, or changes in the Work. For purposes of this paragraph, an "unbalanced bid" is one having nominal prices for some work items and/or enhanced prices for other work items.

44. Discrepancies between written words and figures, or words and numerals, will be resolved in favor of the figures or numerals.

45. Prior to the award of Contract, County reserves the right to consider the responsibility of the Bidder. County may conduct investigations as County deems necessary to assist in the evaluation of any bid and to establish the responsibility, including, without limitation, qualifications and financial ability of Bidders, proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to County's satisfaction within the prescribed time.

END OF DOCUMENT

DOCUMENT 00 22 19

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS ENHANCED CONSTRUCTION OUTREACH PROGRAM (ECOP) (Not Required for Construction Projects 125K and under)

GENERAL

1. PURPOSE

1.1 It is the express purpose of the Enhanced Construction Outreach Program (ECOP) to encourage the participation in County of Alameda construction projects with:

1.1.1 Minority Owned Business Enterprise (MBE),
1.1.2 Woman Owned Business Enterprise (WBE),
1.1.3 Local Business Enterprise (LBE) and
1.1.4 Small Local Business Enterprise (SLBE)

And to ensure that all contracting firms receive an equal opportunity to bid and receive work for this project. The ECOP encourages the inclusion of small businesses in this contract in accordance with Public Contract Code § 2002.

1.2 By submitting a bid, Bidders acknowledge and agree to all Document 00 22 19 provisions contained herein.

1.3 In the event of conflict between the terms of this Section 00 22 19 and the PROJECT STABILIZATION / COMMUNITY BENEFITS AGREEMENT for the COUNTY OF ALAMEDA, (Document 00 73 49B) the terms of the PROJECT STABILIZATION / COMMUNITY BENEFITS AGREEMENT for the COUNTY OF ALAMEDA shall take priority.

2. APPLICATION

2.1 The provisions outlined in this Section 00 22 19 apply to this contract for the construction of the above-referenced project. This project is funded solely with local dollars, and these provisions shall apply to all work performed under any contract awarded as a result of this competitive process.

2.2 To be considered for a contract award, any bidder who fails to meet ECOP goals identified herein shall be required to demonstrate to the satisfaction of the County that good faith efforts (GFEs) were made in accordance with the criteria listed in Section 7.9, GFE 1-9. Failure of the bidder to demonstrate a good faith effort may result in the bid being deemed non-responsive.

3. DEFINITIONS

3.1 LOCAL BUSINESS ENTERPRISE (LBE)

3.1.1 For the purposes of this program, a Local Business Enterprise means a business that is a firm or dealer with fixed offices located in, and having a street address within the County and holds a valid business license issued by the County or a city within the County for at least 6 months prior to the date upon which a request for sealed bids or proposals is issued.

3.2 MINORITY OR WOMEN BUSINESS ENTERPRISE (MWBE)

3.2.1 For the purposes of this program, an MWBE is a Small Business Enterprise (SBE), as that term is defined by the State of California, that meets both of the following criteria:

3.2.1.1 At least 51 percent of the business is owned by one or more minority persons or women, or in the case of any business whose stock is publicly held, at least 51 percent of the stock is owned by one or more minority persons or women; and

3.2.1.2 Whose management and daily business operations are controlled by one or more minority persons or women.

3.2.2 An MWBE must be certified as such. Valid certification documentation must be provided with the bid response. The County will honor certifications from the following agencies:

3.2.2.1 DBE/ACDBE certification from any California Unified Certification Program (CUCP) member agency, as long as it meets the County's MBE/WBE certification criteria.

3.2.2.2 MBE certification from Western Regional Minority Supplier Development Council (WRMSDC)

3.2.2.3 WBE certification from Women's Business Enterprise National Council (WBENC)

3.2.2.4 SMBE/SWBE certification from the California Dept. of Transportation (CalTrans)

3.2.2.5 MBE/WBE certification from the City of Los Angeles

3.2.2.6 MBE/WBE certification from the California Public Utilities Commission (CPUC) through the Supplier Clearinghouse

3.3 MINORITY PERSON

3.3.1 Minority person, for purposes of this section, means Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Subcontinent Asian Americans.

3.4 SMALL BUSINESS ENTERPRISE (SBE)

3.4.1 For the purposes of this program, an SBE meets the current State of California definition of a small business, which is one that:

3.4.1.1 Must be independently owned and operated;

3.4.1.2 Cannot be dominant in its field of operation;

3.4.1.3 Must have its principal office located in California;

3.4.1.4 Must have its owners (or officers in the case of a corporation) domiciled in California; and

3.4.1.5 Together with its affiliates, be either:

3.4.1.5.1 A business with 100 or fewer employees, and an average annual gross receipts of $15 million or less over the previous three tax years, or

3.4.1.5.2 A manufacturer with 100 or fewer employees.

3.4.1.6 An SBE must be certified or recognized as such by organizations whose certification is accepted by the California Department of General Services or by local agencies identified by the County of Alameda to have effective certification programs. Validation of the current certification by one of the following local agencies must be provided with the bid response:

3.4.1.6.1 Alameda County Transportation Commission (Alameda CTC)

3.4.1.6.2 California Department of General Services (DGS)

3.4.1.6.3 Port of Oakland

3.4.1.6.4 City of Oakland

3.4.1.6.5 *and,* when the State SBE definition is met, Alameda County (SLEB certification)

3.5 SMALL LOCAL BUSINESS ENTERPRISE (S/LBE)

3.5.1 For the purposes of this program, a Small Local Business Enterprise is defined by the County of Alameda and means a business that meets the SBE definition above, and is a firm or dealer with fixed offices located in, and having a street address within the County, and holds a valid business license issued by the County or a city within the County.

4. ENHANCED CONSTRUCTION OUTREACH PROGRAM (ECOP) GOALS

4.1 MBE PARTICIPATION SUBCONTRACTING – 15% GOAL

4.1.1 The MBE element of the ECOP program shall include subcontractors, manufacturers, suppliers, and truckers in calculating achievement of the MBE goal. Any contractor who fails to meet the MBE goals described herein must demonstrate to the satisfaction of the County of Alameda that a good faith effort was made to meet these goals in order to be considered for a contract award.

4.1.1.1 The County shall further require that in order to be awarded a contract, a prime contractor must show that a good faith effort was made to provide at least 15% of the total contract amount to MBE subcontractors, manufacturers, suppliers, and truckers.

4.1.1.2 The MBE goals must be achieved by the use of MBE subcontractors, manufacturers, suppliers, and/or truckers. If the Contractor plans to perform all the work with the Contractor's own forces, the goal will still apply and must be achieved by the use of suppliers, manufacturers, and/or truckers.

4.1.1.3 A certified MBE prime contractor **may not** apply the percentage of the prime contractor's work toward meeting the goals as set forth above. An MBE subcontractor meeting the definition of both an MBE and a WBE **may not** be used to achieve both MBE and WBE required goals. The percentage of MBE firms utilized for the project described herein can only be applied to either MBE or WBE required goals. For purposes of meeting the MBE goals for this project, each participating MBE must be identified as an MBE.

4.1.1.4 Prime contractors are strongly encouraged to sub-contract with S/LBE certified MBEs to meet the goals.

4.2 WBE PARTICIPATION SUBCONTRACTING – 5% GOAL

4.2.1 The WBE element of the ECOP program shall include subcontractors, manufacturers, suppliers, and truckers in calculating achievement of the WBE goal. Any contractor who fails to meet the WBE goals described herein must demonstrate to the satisfaction of the County of Alameda that a good faith effort was made to meet these goals in order to be considered for a contract award.

4.2.1.1 The County shall further require that in order to be awarded a contract; a prime contractor must show that a good faith effort was made to provide at least 5% of the total contract amount to WBE subcontractors, manufacturers, suppliers, and/or truckers.

4.2.1.2 The WBE goals must be achieved by the use of subcontractors, manufacturers, suppliers, and/or truckers. If the Contractor plans to perform all the work with the Contractor's own forces, the goal will still apply and must be achieved by the use of manufacturers, suppliers, and/or truckers.

4.2.1.3 A certified WBE prime contractor **may not** apply the percentage of the prime contractor's work toward meeting the goals as set forth above. A WBE subcontractor meeting the definition of both an MBE and a WBE **may not** be used to achieve both the MBE and WBE required goals. The percentage of WBE firms utilized for the project described herein can only be applied to either MBE or WBE required goals. For purposes of meeting the WBE goals for this project, each participating WBE must be identified as a WBE.

4.2.1.4 Prime contractors are strongly encouraged to sub-contract with S/LBE certified WBEs to meet the goals.

4.3 LBE PARTICIPATION GOALS –60% GOAL

4.3.1 The LBE element of the ECOP program shall include subcontractors, manufacturers, suppliers and/or truckers in calculating achievement of the LBE goal. Any contractor who fails to meet the LBE goals described herein must demonstrate to the satisfaction of the County of Alameda that a good faith effort was made to meet these goals in order to be considered for a contract award.

4.3.1.1 The County shall further require that in order to be awarded a contract, a prime contractor must show that a good faith effort was made to provide at least 60% of the total contract amount to an LBE.

4.3.1.2 The LBE prime contractor may count a portion, or all of its work towards meeting the goal and/or the LBE goal may be achieved by the use of subcontractors, manufacturers, suppliers, and/or truckers.

4.4 S/LBE PARTICIPATION - 20% GOAL

4.4.1 The S/LBE element of the ECOP program shall include subcontractors, manufacturers, suppliers and/or truckers in calculating achievement of the S/LBE goal. Any contractor who fails to meet the S/LBE goals described herein must demonstrate to the satisfaction of the County of Alameda that a good faith effort was made to meet these goals in order to be considered for a contract award.

4.4.1.1 The County shall further require that in order to be awarded a contract; a prime contractor must show that a good faith effort was made to provide at least 20% of the total contract amount to an S/LBE.

4.4.1.2 An S/LBE prime contractor may count a portion or all of its work towards meeting the goal and/or the S/LBE goal may be achieved by the use of

subcontractors, manufacturers, suppliers, and/or truckers. For purposes of meeting this goal, the 20% S/LBE participation may also be counted toward achieving the 60% LBE participation goal.

5. SMALL BUSINESS ENTERPRISE 5% BID PREFERENCE

5.1 Prime contractors who are certified small local businesses (S/LBE) shall be eligible to receive a 5% bid preference (maximum financial value shall be $150,000). Prime contractors that subcontract with certified small local businesses (S/LBE) (in accordance with the Public Contract Code 2002) for a minimum 40% of the contract amount will also be eligible to receive this 5% bid preference. This bid preference shall be applied by multiplying the total Base Bid amount by .95 to determine the bid amount for comparison purposes.

6. HIRING OF LOCAL APPRENTICES, YOUTH, UNEMPLOYED AND UNDEREMPLOYED RESIDENTS (FOR PROJECTS OVER $125K)

6.1 The County of Alameda strongly encourages the hiring of local apprentices, youth, unemployed, and under-employed County residents to complete the work required for this project. Those firms that can demonstrate the ability and willingness to provide jobs required to complete this project to local apprentices, youth, unemployed and underemployed County residents should include such evidence in their bid response.

7. GOOD FAITH EFFORTS, ECOP PACKAGE SUBMITTALS, AND EVALUATION PROCEDURES

7.1 It is required that bidders exercise a good faith effort to secure the participation, as set forth in the specifications, of M/W/S/LBE subcontractors, manufacturers, suppliers and/or truckers on the each Job Order. Achievement of the ECOP goals shall constitute prima facie evidence of a Good Faith Effort (GFE). The failure of any bidder to make a good faith effort to achieve the specified participation of M/W/S/LBE subcontractors, manufacturers, suppliers and/or truckers may be grounds for determining that the bid is non-responsive.

7.2 Documentation in support of the Contractor compliance with ECOP goals met and the GFE's made must be submitted to GSA with the Job Order Proposal Package. This documentation shall be referred to as the ECOP Package as part of each Job Order Package:

7.2.1 The total dollar amount to be subcontracted, including trucking, manufacturers, and suppliers will be listed on ECOP Form 102A.

7.2.2 The individual dollar amounts to the M/W/S/LBE listed in the bidder's proposal will be listed on the M/WBE Subcontractor Participation Information ECOP Form 101A and S/LBE Participation Information ECOP Form 101B (sample forms noted as Exhibit B)

7.2.3 The information supplied by the bidders shall be certified by a principal of the firm. Dollar amounts will be treated as proprietary, and will be solely for the use of County or its agents.

7.2.4 ECOP Forms 101A, 101B, 102A and 102B and supporting, LBE, S/LBE, MBE, WBE certification documentation shall be delivered to the assigned Project Manager.

7.3 ECOP goals are a minimum performance requirement. Alameda County staff will be evaluating, on a Job Order basis, the satisfactory progress in attainment of the cumulative ECOP goals for the Job Order Contract.

7.4 Upon request from the County, M/W/S/LBE subcontractors, manufacturers, suppliers and/or truckers who bid to a responsible bidder are required to provide the amounts of their bids to the County for the purposes of verification after bids are opened. This information shall be certified by a principal of the subcontracting firm. To the extent permitted by law, the information provided by the subcontractors, manufacturers, suppliers and/or truckers will be treated as proprietary, and will be solely for the use of County staff or its agents.

7.5 INTENTIONALLY OMITTED

7.6 The ECOP Package must be complete, submitted on a flash drive, and contain legible supporting documents:

7.6.1 ECOP Forms 101A, 101B, 102A,102B, and 102C to be completed and submitted electronically along with supporting documentation.

7.6.2 Supporting certification documentation for the prime contractor and each subcontractor, manufacturer, supplier and/or trucker M/W/S/LBEs submitted in the order they are listed on the ECOP forms and **must be submitted as hardcopy.**

7.6.2.1 <u>To be considered towards meeting the ECOP goals bidders must submit:</u>

7.6.2.1.1 Acceptable certifying documentation for the prime contractor and its subcontractors, manufacturers, suppliers and/or truckers, as applicable (for example, local business license with proof of issue and expiration date, certification letters with expiration dates).

7.6.2.1.2 Upon request, evidence that manufacturers, suppliers, and/or truckers are providing goods or services to subcontractors (for example, letter of intent, agreement, etc.).

7.6.3 Documents evidencing those good faith efforts that were made, submitted in the order listed in the table below with the corresponding item number (1-9) noted on each document.

7.6.4 Upon request, evidence of M/W/S/LBE participation (copies of bids, agreements, etc.) for all listed subcontractors, manufacturers, suppliers, and/or truckers that are *not* directly contracting with them (for example, material suppliers to subcontractors).

7.7 The County reserves the right, as it may deem appropriate and necessary, to contact responsible bidders during the evaluation process for clarification and/or submission of additional ECOP Goals or GFE documentation.

7.8 ECOP GOALS / GOOD FAITH EFFORTS REQUIRED

Listed in the table (below) are examples of acceptable documentation to support a determination that ECOP goals have been met

	ECOP GOALS	EXAMPLES OF ACCEPTABLE DOCUMENTATION
1	**60% Local Business Enterprise (LBE)** LBE participation may consist of the Prime Contractor and Subcontractors and may count towards the LBE, SBE, MBE and/or WBE ECOP goals.	• Business license issued by the County of Alameda or a City within the County of Alameda and proof of date issued (which is at least 6 months prior to the date bids were solicited). OR • Certification letter from an acceptable certifying agency showing a local address and issuance/expiration dates.
2	**20% Certified Small Business Enterprise (SBE)** Certified SBEs **must be** Local (S/LBE) to be considered. S/LBE participation may consist of the Prime Contractor and Subcontractors and may count towards the LBE, SBE, MBE and/or WBE ECOP goals. An SBE meets the LBE definition above and the current State definition of a small business that is <100 employees and <$15 Million annual gross revenues (over the last three years).	• Same as LBE *PLUS* • Current certification document or letter with SBE designation
3	**15% Minority-Owned Business Enterprise (MBE) Subcontractors** MBEs are defined per PCC 2000(e)(1), (e)(2), and (f) and are not required to be LBEs. An MWBE may count towards only MBE or WBE participation (not both); however, a local MBE may count towards both LBE and S/LBE ECOP goals. An MBE is a minority-owned business certified by one of the agencies listed below. An MBE can also be an SBE or LBE for purposes of meeting the SBE or LBE subcontracting goals, but an MBE cannot also be considered a WBE.	• Current certification document, letter, etc., with MBE designation

4	**5% Woman-Owned Business Enterprise (WBE) Subcontractors** WBEs are defined per PCC 2000(e)(1), (e)(2), and (f) and are not required to be LBEs. An MWBE may count towards only MBE or WBE participation (not both); however, a local WBE may count both towards the LBE and S/LBE ECOP goals. A WBE is a woman-owned business certified by one of the agencies listed below. A WBE can also be an SBE or LBE for purposes of meeting the SBE or LBE subcontracting goals, but a WBE cannot also be considered an MBE.	• Current certification document, letter, etc., with WBE designation

7.9 The examples of GFE Indicators listed in the table below and suggested samples and are not meant to be mandatory or exclusionary. Other documentation may be acceptable as long as it evidences a GFE.

Good Faith Effort Indicators	Examples of Acceptable Documentation
1. The bidder attended mandatory pre-solicitation or pre-bid meetings that were scheduled by the local agency to inform all bidders of the ECOP requirements for the project for which the contract will be awarded.	• Copy of pre-bid meeting sign-in sheet (which is e-mailed to attendees and available on County Current Contracting Opportunities website listed below). The name of the firm must be listed. http://www.acgov.org/gsa_app/gsa/purchasing/bid content/contractopportunities.jsp
2. The bidder identified and selected specific items of the project for which the contract will be awarded to be performed by M/W/S/LBEs to provide an opportunity for participation by those enterprises.	• Copy of advertisements, certified letters, successfully completed faxes and/or other notices to M/W/S/LBEs with selected specific items identified.
3. The bidder advertised, not less than ten (10) calendar days before the date the bids are opened, in one or more local daily or weekly newspapers, trade association publications, minority or trade-oriented publications, or trade journals for M/W/S/LBEs that are interested in participating in the project.	• Copy of advertisements placed showing publication name and date, and dated receipts. • Dated receipt with ad copy.

4. The bidder provided written notice of his or her interest in bidding on the contract to the number of M/W/S/LBEs required to be notified by the project specifications not less than ten (10) calendar days prior to the opening of bids. The bidder may utilize the list of certified local business enterprises in the on-line County Small Local Emerging Business (SLEB) Vendor Query System located at http://www.acgov.org/sleb_query_app/gsa/sleb/query/slebmenu.jsp. The minimum number of M/W/S/LBE firms required to be notified is three (3) for each item of the project selected to be performed by an M/W/S/LBE, where an M/W/S/LBE subcontractor has not been secured for that item.	• Copy of dated notice, complete distribution list(s) and evidence of distribution (proof of faxes, e-mails sent, etc.) • Undelivered faxes do not count toward the effort to meet the minimum requirement • Trades and specialties, in addition to M/W/S/LBE designation, must be clearly identified to meet the minimum requirement by using certification letter or source documentation
5. The bidder followed up initial solicitations of interest by contacting the enterprises to determine with certainty whether the enterprises were interested in performing specific items of the project.	• Successfully completed telephone log containing specific dates, name of caller, person contacted and comments (i.e., why not bidding, information sent to/date)
6. The bidder provided interested M/W/S/LBEs with information about the plans, specifications, and requirements for the selected subcontracting or material supply work.	• Copy of published advertisements, letters, successfully completed faxes, etc. with M/W/S/LBE name/contact information including the required information or directions on how to obtain it and the date the information was provided • Agenda, meeting notes, etc. including specific topics discussed, M/W/S/LBE firm names and contact persons in attendance that received information, and the location and date information was provided
7. The bidder requested assistance from local and small business and minority and women community organizations; local and small, minority and women contractor groups, local, state, or federal M/W/S/LBE assistance offices, or other organizations that provide assistance in recruitment and placement of M/W/S/LBEs.	• Copy of dated written request and response (letter, successfully completed fax, e-mail, etc.) • Or 2nd written request to follow-up, if needed. Phone log is not acceptable.

8. The bidder negotiated in good faith with the M/W/S/LBEs and did not unjustifiably reject as unsatisfactory bids prepared by any M/W/S/LBEs as determined by GSA	• Copies or list of all bids and a spreadsheet listing all bids with firm name, contact person, bid items(s), bid price, M/W/S/LBE classification, and comments re-selection or rejection • M/W/S/LBE bids accepted and included in bid response
9. Where applicable, the bidder advised and made efforts to assist interested M/W/S/LBEs in obtaining bonds, lines of credit, or insurance required by either the GSA or the contractor.	• Copy of advertisements or other notices with specifics referencing willingness to assist M/W/S/LBEs • Agenda, meeting notes including presenter's name and title, specific topics discussed, handouts, etc., name of M/W/S/LBE firms in attendance, contact persons who received advice, location, and date advice was provided

7.10 The performance by a bidder of the GFE Indicators specified in the table above shall create a rebuttable presumption, affecting the burden of producing evidence, that a bidder has made a good faith effort to comply with the goals and requirements relating to participation by M/W/S/LBEs.

8. JOINT VENTURES

8.1 Whenever a joint venture occurs involving either a prime or non-prime (for example, subcontractors, manufacturers, suppliers, and truckers) M/W/S/LBE firm at any level of contracting, trucking, manufacturing, or supplying, the prime contractor shall provide the County with a full account of the nature of ownership interests, the basis for creation of the joint venture, and the particular financial participation and administrative responsibilities of the interested parties. In evaluating the prime contractor's effort, the M/W/S/LBE percentage that is to be attributed to a joint venture shall be determined by multiplying the percentage of the total contract amount that is to be performed by the joint venture times the percentage of actual financial participation in the joint venture represented by the M/W/S/LBE business.

9. NONDISCRIMINATION

9.1 The Contractor shall comply with the Americans with Disabilities Act and Title VII of the Civil Rights Act of 1964 and shall not, in regard to any position for which an employee or applicant for employment is qualified, discriminate against any employee or applicant for employment because of race, creed, color, disability, sex, sexual orientation, political affiliation, or by any other non-merit factors be otherwise subjected to discrimination. The Contractor shall apply the ECOP that ensures applicants are employed, and that employees are treated during employment without regard to their race, age, religion, Vietnam Era Veteran's status, political affiliation, or any other non-merit factors. Such action shall include, but not be limited to, the

following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other terms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

9.2 Contractor shall, in all solicitations or advertisements for employees placed on behalf of the County, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, disability, sex, sexual orientation or national origin, age, religion, Vietnam Era Veteran's status, political affiliation, or any other non-merit factors.

SECTION II

CONTRACT COMPLIANCE REQUIREMENTS

1. APPLICATION

1.1 The following provisions shall apply to all contracts subject ECOP.

2. ALAMEDA COUNTY CONTRACT COMPLIANCE SYSTEM

2.1 Alameda County utilizes the Elation Systems contract compliance application as part of its commitment to assist contractors to comply with certain legal and contractual requirements. The Elation Systems, a secure web-based computer system, was implemented to monitor compliance and to track and report M/W/S/LBE participation in County contracts.

2.2 The prime contractor and all participating local and M/W/S/LBE subcontractors awarded contracts as a result of the bid process for this project are required to use the Elation System to submit ECOP information including, but not limited to, weekly certified payrolls, monthly progress payment reports and other information related to M/W/S/LBE participation. Use of the Elation System, support and training are available at no charge to prime and subcontractors participating in County contracts.

2.3 Upon contract award:

2.3.1 The County will provide contractors and subcontractors participating in any contract awarded as a result of this bid process, a code that will allow them to register and use the Elation System free of charge.

2.3.2 Contractors should schedule a representative from their office/company, along with each of their subcontractors, to attend Elation Systems training.

2.3.2.1 Free multi-agency Elation Systems one-hour training sessions require reservations and are held monthly in the Pleasanton, California area.

2.4 It is the Contractor's responsibility to ensure that they and their subcontractors are registered and trained as required to utilize Elation Systems.

2.4.1 For systems support visit Elation Systems online at http://www.elationsys.com/ or contact them at (925) 924-0340.

2.4.2 If you have questions regarding the utilization of the Elation Systems, please contact the Project Manager.

3. MEETINGS

3.1 After the award of the contract and prior to beginning work, the County may hold a pre-construction conference at which a representative of the Contractor and of each subcontractor must attend. As it becomes necessary during the course of the contract, the County may call meetings of the Contractor and pertinent subcontractors.

4. INFORMATION AND RECORDS

4.1 For the purposes of determining compliance with this program, the Contractor shall provide the County with access to all records and documents that relate to M/W/S/LBE participation. To the extent permitted by applicable law, proprietary information will be safeguarded.

4.2 The Contractor must submit the following information to the County on Alameda County approved forms. All subcontractor submittals must be through the prime contractor.

4.2.1 S/LBE Participation Information and M/WBE Subcontractor Participation Information, (ECOP Forms 101A,101B, 102A, and 102B provided separately as Excel fillable forms) submitted no later than 2:00 p.m. on the second business day following bid opening.

5. SUBSTITUTION OF M/W/S/LBE FIRMS

5.1 Substitution of other **firms** (subcontractors at any level, manufacturers, suppliers and/or truckers) for those listed in the proposal on the sheet entitled M/WBE Subcontractor Participation Information or S/LBE Participation Information shall not be made without prior approval of the County, and shall be in accordance with State or Federal law where applicable.

SECTION III

NON-COMPLIANCE WITH ECOP

1. APPLICATION

1.1 The following provisions shall apply to all contracts subject to ECOP.

2. DETERMINATION OF NON-COMPLIANCE

2.1 During the performance of the contract, if the General Services Agency has reason to believe or finds that the Contractor has not met the ECOP requirements in the contract, the Director of the General Services Agency (or the Director's designee) shall hold a meeting with the Contractor for the purpose of determining whether the Contractor is out of compliance. If after the meeting, the

Contractor is found to be out of compliance, the Contractor will be notified of a public hearing. The public hearing may be held before the Board of Supervisors with a minimum five calendar-day notice given to the Contractor. If the Board of Supervisors finds that there has been a violation, the County will notify the Contractor in writing of the sanctions to be imposed by the Board.

3. SANCTIONS

3.1 A finding at the public hearing that there has been a violation of the ECOP requirements of the contract shall be cause for the Board of Supervisors to impose any or all of the following sanctions:

3.1.1 Withhold an additional ten percent (10%) of all further contract progress payments until the Contractor provides evidence satisfactory to the Board of Supervisors that the condition of noncompliance has been corrected.

3.1.2 Suspend the contract until such time as the Contractor provides evidence satisfactory to the Board of Supervisors that the condition of noncompliance has been corrected.

3.1.3 Terminate the contract and collect appropriate damages from the Contractor.

3.1.4 Declare that the Contractor is not a responsible bidder, and is ineligible to make bids on future County contracts for a stated period of time or until the Contractor can demonstrate to the satisfaction of the Board of Supervisors that the violation has been corrected.

SECTION IV

1. OUTREACH

1.1 To promote the ECOP goals and assist contractors and subcontractors in their efforts to develop the relationships they may require to meet the ECOP goals for this project, and the County will

1.1.1 E-mail the Notice to Bidders to vendors in the County Vendor Database and other sources. Advertise the project once a week for at least two consecutive weeks in a newspaper of general circulation in the county where the project is located, trade organizations and chambers of commerce, and plan rooms. Notice of this project will also be posted on the County Current Contracting Opportunities and Calendar of Events websites (see website URL addresses below).

1.1.2 Incorporate a networking and informational component in the mandatory bid walk/site visit.

1.1.3 Provide information about the project, the ECOP, and other current and upcoming projects at the bid conference/networking meeting.

1.1.4 E-mail the list of attendees from the mandatory bid walk to each attendee when issuing the first Addendum for the Project and post the attendance and first Addendum on the Current Contracting Opportunities website.

2. CONTRACTOR RESOURCES

The following sources may be contacted for assistance in soliciting M/W/S/LBE participation:

Alameda County Contractor Technical Assistance Program (CTAP)
Carol Henry, CTAP Program Manager (Merriwether & Williams Insurance Services)
(510) 740-6922 ext.710 CTAP@imwis.com

Asian American Contractors Association
Juliana Choy Sommer, President (415) 642-1818 www.aaca-sf.com

Western Regional Minority Supplier Development Council (WRMSDC) – MBE certifications only -
(510) 686-2555 www.wrmsdc.org

Women's Business Enterprise National Council (WBENC) – WBE certifications only -
www.wbenc.org

California Public Utilities Commission (CPUC) The Supplier Clearinghouse
MBE and WBE vendors and certifications - www.thesupplierclearinghouse.com

Alameda County Transportation Commission
LBE and SLBE vendors and certifications - https://www.alamedactc.org/get-involved/contract-equity/

Visit the following County of Alameda GSA websites for:

CERTIFIED SMALL LOCAL VENDORS	http://www.acgov.org/sleb_query_app/gsa/sleb/query/slebresultlist.jsp?smEmInd=C
CURRENT CONTRACT OPPORTUNITIES	http://www.acgov.org/gsa_app/gsa/purchasing/bid_content/contractopportunities.jsp
UPCOMING CONTRACT OPPORTUNITIES	http://www.acgov.org/gsa_app/gsa/purchasing/bid_content/futurecontractopportunities.jsp
CALENDAR OF EVENTS	http://www.acgov.org/calendar_app/DisplayListServlet?site=Internet&ag=GSA&ty=PUR
COUNTY OF ALAMEDA HOME PAGE	http://www.acgov.org/index.htm

BIDDER INFORMATION AND ACCEPTANCE

(Submit a hardcopy of this completed page along with all hardcopy ECOP supporting documentation.)
The undersigned has read and agrees to the Supplementary Instructions to Bidders – Enhanced Construction Outreach Program, Document 00 22 19 of the Bid packet and declares that the ECOP Forms 101A, 101B, 102A, 102B and 102C (Excel Fillable Forms provided separately) have been completed accurately by the Prime Firm submitting the bid.

Official Name of Bidder: _____

Street Address Line 1: _____

Street Address Line 2: _____

City: _____ State: _____ Zip Code: _____

Webpage: _____

Type of Entity / Organizational Structure (check one):

- ☐ Corporation
- ☐ Joint Venture
- ☐ Limited Liability Partnership
- ☐ Partnership
- ☐ Limited Liability Corporation
- ☐ Non-Profit / Church
- ☐ Other: _____

Jurisdiction of Organization Structure: _____

Date of Organization Structure: _____

Federal Tax Identification Number: _____

Primary Contact Information:

Name / Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

SIGNATURE: _____

Name and Title of Signer: _____

Dated this _____ day of _____ 20_____

DOCUMENT 00 41 12

PART A – QUALIFICATIONS FORM (JOB ORDER CONTRACTING)

To: The County of Alameda

From: _____
(Proper Name of Bidder)

_____
(Contact Name)

_____
(Address)

_____
(City, State, Zip Code)

_____ _____
(Phone Number) (Email)

The undersigned declares that the Contract Documents including, without limitation, the Notice to Bidders Document 00 11 16, the Instructions to Bidders Document 00 21 13 and the Supplementary Instructions to Bidders – Enhanced Construction Outreach Program Document 00 22 19 have been read and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Construction Task Catalog ® and Technical Specifications of:

Job Order Contract #22059
Master Contract #902038
Job Order Contracting 2022 – 2023
ADA, Major Maintenance and Tenant Improvement

("Project" or "Contract") and will submit this evaluation in accordance with submission requirements as specified in the Instructions to Bidders Document 00 21 13.

Section 1 – Relevant Experience:

Submit a list of previously completed projects in accordance with the criteria set forth below. All projects submitted must have a final completion date within a five-year period from the date this bid was released. Projects with a completion date before the five-year period, will not be considered. All projects provided as relevant experience must be completed by the prime contractor bidding on this contract performing the work under this contract. Projects not performed by the prime contractor will not be evaluated.

1. Submit a description of a maximum of five (5) projects whose final project value including change orders is equal to or less than $100,000. For each project, clearly describe the project scope, the Bidder's role, and which work was subcontracted or self-performed. Describe any challenges encountered and the Bidder's actions to help resolve. Attach additional sheet(s) as necessary.
2. Submit a maximum of five (5) projects whose final project value including change orders is between $100,000.01 and $500,000. For each project, clearly describe the project scope, the Bidder's role, and which work was subcontracted or self-performed. Describe any challenges encountered and the Bidder's actions to help resolve. Attach additional sheet(s) as necessary.
3. Submit a maximum of five (5) projects whose final project value including change orders is greater than $500,000. For each project, clearly describe the project scope, the Bidder's role, and which work was subcontracted or self-performed. Describe any challenges encountered and the Bidder's actions to help resolve. Attach additional sheet(s) as necessary.
4. Submit a narrative prepared by the Bidder that addresses the following:
    a. Statement setting forth relevant experience, including the experience, competency, capability, and capacity to complete projects of similar size, scope, or complexity as the work set forth in this Bid;
    b. Statement of how many contracts in the past five (5) years were structured as a Job Order Contract or other indefinite quantity contract that contemplated issuing multiple, unrelated projects or work orders utilizing a Construction Task Catalog® or other unit price book; and
    c. Statement if the Bidder has a current Job Order Contract with the County, and if so, for each contract the approximate time left on the contract, and the approximate value of work performed under the contract.
5. The County places a high value on the participation of small and diverse contractors in County projects. Submit a narrative prepared by the Bidder that addresses whether the bidder has ever failed to meet agreed-upon goals for inclusion of small, minority, and women-owned firms in its contracting and if so, why and what remedy have they applied so this will not be the outcome on the County's contract if awarded.

Section 2 – Demonstrated Management Competency:

1. **Organization Chart:** Provide an organizational chart that identifies the roles and responsibilities of the project manager, superintendent(s), and/or resources which include subcontractors assigned to support the County. Work within the County's secured facilities will require security background clearances. All staff requiring entry to secured facilities must pass a background check.
2. **Key Personnel Assigned to the Contract:** Identify the key personnel assigned to the Contract.

3. **Staffing/Resource Plan**: Include a Staffing/Resource Plan for the Job Orders, for the duration of the Contract, including resumes. The Bidder's Staffing/Resources Plan shall include resumes for at least the following proposed key personnel: project manager, construction superintendent, scheduler, cost estimator, and or staff with expertise to perform the required services.
4. **High Volume of Work Plan:** Identify the Bidder's ability to add additional staff should the volume of work increase to the point where additional staff is required to support the County and its Job Order Contracting program.
5. **Contract and Job Order Management Plan:** Include a Statement of Bidder's Management Capacity / Contract and Job Orders Management Plan, that shall include a narrative on why that Plan is advantageous to the County. When developing the Contract Management Plan, please take into account the following items, which shall include without limitation:
    a. Total Contract Value of $3 million with the option for 2 subsequent annual term extensions. In the County's sole discretion, the Total Contract Value may increase a maximum of $6 million over the subsequent 2 terms.
    b. Individual Job Orders may range from $1 to $3,000,000.
    c. Assurance of compliance with prevailing wage requirements, building codes, and all applicable codes and regulations.
    d. Response Time in case an emergency response is required.

Section 3 – Labor Compliance:

1. Prepare and include as evidence of labor compliance a statement of labor compliance, including past performance with contract and statutory wages and qualifications of the workforce. At a minimum, Bidder must state its past compliance for the last 5 years relating to all of the following: the County's countywide project labor agreement, the apprenticeship requirements of the California Apprenticeship Council and the Department of Industrial Relations, past compliance with requirements to pay prevailing wages on public works projects, and number of stop payment notices lodged in relation to projects where Bidder acted as the prime contractor.

2. At any time during the last five years, has Bidder been found to have violated any provision of the California apprentice laws or regulations, or the laws pertaining to use of apprentices?

    ☐ Yes or ☐ No

    If yes, provide the date(s) of such findings, and attach copies of the Department's final decision(s).

3. During the last five (5) years, was Bidder required to pay either back wages or penalties for Bidder's failure to comply with the State's prevailing wage laws?

    ☐ Yes or ☐ No

If yes, identify the violation by providing the project name, date of the violation, name of the entity (or entities), a brief description of the nature of the violation, and a brief description of the status of the violation (pending, or if resolved, a brief description of the resolution).

4. Enhanced Construction Outreach (ECOP) Plan: Include a Statement of Proposer's ECOP Plan, that shall include a narrative on why that Plan is advantageous to the County in meeting its equity and inclusion goals. When developing the ECOP Plan, please take into account the following items, which shall include without limitation the following:

    a. Provide and identify Bidder's plan to meet the ECOP goals for this contract.

    b. Identify Bidder's plan to make a good faith effort to achieve the participation of M/W/S/LBE subcontractors, manufacturers, suppliers and/or truckers.

    c. Provide examples and strategies implemented to achieve prior subcontracting goals on other related contracts.

    d. Prepare and include as evidence past M/W/S/LBE subcontracting performance results.

Section 4 – Safety Record:

1. Attach a letter from the Bidder's insurance company, on the insurance carrier's letterhead, stating the Bidder's Experience Modification Rate (EMR) for the most recent three-year period: 2020, 2019, and 2018.

2. If, during any year, the EMR is greater than 1.0, attach an explanation as to why the EMR is greater than 1.0 and steps taken to reduce the EMR to ensure the EMR remains below 1.0.

3. Does your firm have a written safety program that meets CAL/OSHA requirements? If yes, provide a copy for reference.

    ☐ Yes or ☐ No

4. Have you had Cal/OSHA fines in the serious, repeat, or willful categories? If yes, provide additional information.

    ☐ Yes or ☐ No

5. Include a statement and summary of the Bidder's Safety Plan during construction, including Bidder's approach to safety programs, including Subcontractor involvement.

Section 5 – Financial Condition:

1. Provide a letter from the bonding company, on the surety company's letterhead that states all of the following: 1) how long the company has been providing bonds to the Bidder, 2) the Bidder's bonding capacity (aggregate dollar amount), 3) the current amount of bonding

outstanding, and 4) the surety's commitment to providing a bond(s) in the amount of the Maximum Contract Value.

2. Provide a letter from the insurance company, on the insurance company's letterhead, that states all of the following: 1) how long the company has been providing insurance to the Bidder, and 2) the Bidder's ability to meet or exceed the insurance requirements set forth in these Bid Documents.

Bidder acknowledges that the following documents are included with this Document 00 41 12 and has referred to Document 00 21 13 (Instructions to Bidders) for additional information:

Section 1 – Relevant Experience and References

a. Relevant Experience: Projects equal to or less than $100,000 (Maximum of five).

b. Relevant Experience: Projects between $100,000.01 and $500,000 (Maximum of five).

c. Relevant Experience: Projects greater than $500,000 (Maximum of five).

d. Relevant Experience Narrative

Section 2 – Demonstrated Management Capacity

e. Organization Chart

f. Key Personnel

g. Staffing/Resource Plan with Resumes

h. High Volume of Work Plan

i. Contract and Job Order Management Plan

Section 3 – Labor Compliance

j. Statement of Labor Compliance Statement

k. California apprentice findings (if applicable)

l. State Prevailing wage findings (if applicable)

m. Enhanced Construction Outreach Program (ECOP) Plan

Section 4 – Safety Record

n. Letter from Bidders Insurance Company Stating the Experience Modification Rate for Last 3 Years.

o. Explanation as to Why the EMR was Greater than 1.0 in Any Year (if applicable)

p. CAL/OSHA compliant written safety program (if applicable)

q. CAL/OSHA information of fines (if applicable)

r. Statement and Summary of Bidder's Safety Plan

Section 5 – Financial Condition

s. Letter from Bonding Company

t. Letter from Insurance Company

1. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Bid, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to County, and agrees that its Bid, if accepted by County, will be the basis for the Bidder to enter into a contract with County in accordance with the intent of the Contract Documents.

2. The undersigned has notified County in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.

3. The undersigned agrees to commence work under this Contract on the date established in each Job Order and to complete all work within the time specified in the Job Order.

4. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.

5. It is understood that County reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.

6. Receipt and acceptance of the following addenda is hereby acknowledged:

No.___, Dated _____	No.___, Dated _____
No.___, Dated _____	No.___, Dated _____
No.___, Dated _____	No.___, Dated _____
No.___, Dated _____	No.___, Dated _____

7. Bidder acknowledges that the license required for performance of the Work is a **B – General Contractor** license.

8. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.

9. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.

10. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.

11. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms “claim” and “knowingly” are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), County will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

12. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

13. The undersigned Bidder certifies that it is not, at the time of bidding, on the California Department of General Services list of persons determined to be engaged in investment activities in Iran or otherwise in violation of the Iran Contracting Act of 2010 (Public Contract Code Section 2200-2208).

Furthermore, Bidder hereby certifies to County that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury pursuant to the laws of California.

Dated this _____ day of _____ 20 ___

Name of Bidder _____

Type of Organization _____

Signed by _____

Title of Signer _____

Address of Bidder _____

Taxpayer's Identification No. of Bidder _____

Telephone Number _____

Fax Number _____

E-mail _____ Web page _____

Contractor's License No(s): No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Department of Industrial Relations Registration Number: _____

If Bidder is a corporation, affix corporate seal.

Name of Corporation: _____

President: _____

Secretary: _____

Treasurer: _____

Manager: _____

END OF DOCUMENT

DOCUMENT 00 41 13

PART B - PRICE BID FORM
STIPULATED SUM (JOB ORDER CONTRACT)

To: The County of Alameda

From: _____
(Proper Name of Bidder)

The undersigned declares that the Contract Documents including, without limitation, the Notice to Bidders Document 00 11 16, the Instructions to Bidders Document 00 21 13 and the Supplementary Instructions to Bidders – Enhanced Construction Outreach Program Document 00 22 19 have been read and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Construction Task Catalog ® and Technical Specifications of:

Job Order Contract #22059
Master Contract #902038
Job Order Contracting 2022 – 2023
ADA, Major Maintenance and Tenant Improvement

("Project" or "Contract") and will accept in full payment for that Work the total lump sum amount, all taxes included, calculated under the following Price Criteria Formula using the following Adjustment Factors, but in no event shall such total lump sum exceed the Maximum Contract Value:

A. PRICE SCHEDULE: All Adjustment Factors listed below must be filled in completely.

1. **General Facilities Normal Working Hours:** Work performed during Normal Working Hours (6am to 6pm), in General Facilities, in the quantities specified in individual Job Orders for the Unit Price specified in the Construction Task Catalog® multiplied by the Adjustment Factor of:

_____

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

_____

3. **Secured Facilities Normal Working Hours:** Work performed during Normal Working Hours (6am to 6pm, in Detention and Secured Facilities requiring site clearance (not to include confidentiality agreements), in the quantities specified in individual Job Orders for the Unit Price specified in the Construction Task Catalog® multiplied by the Adjustment Factor of:

_____

4. **Secured Facilities Other than Normal Working Hours:** Work performed during Other Than Normal Working Hours in Detention and Secured Facilities requiring site clearance (not to include confidentiality agreements), in the quantities specified in individual Job Orders for the Unit Price specified in the Construction Task Catalog® multiplied by the Adjustment Factor of:

_____

B. PRICE CRITERIA FIGURE (PCF): Price Criteria Figure Formula percentages are for Bid purposes only. The County is not obligated to issue Job Orders in the stated percentages.

Line 1.	General Facilities Normal Working Hours Adjustment Factor	1.
Line 2.	Multiply Line 1 by 65% = (0.65 x Line 1)	2.
Line 3.	General Facilities Other than Normal Working Hours Adjustment Factor	3.
Line 4.	Multiply Line 3 by 15% = (0.15 x Line 3)	4.
Line 5.	Detention Facilities Normal Working Hours Adjustment Factor	5.
Line 6.	Multiply Line 5 by 10% = (0.10 x Line 5)	6.
Line 7.	Detention Facilities Other than Normal Working Hours Adjustment Factor	7.
Line 8.	Multiply Line 7 by 10% = (0.10 x Line 7)	8.
Line 9.	**Add Lines 2, 4, 6, and 8**	**PCF =**

The bidder shall set forth for each Line, in clearly legible figures, the Adjustment Factors, the weighted Adjustment Factors and an Price Criteria Figure (the Sum of the weighted Adjustment Factors) in the respective spaces provided for this purpose.

Adjustment factors and extended totals should be rounded to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

If case of a discrepancy between the Adjustment Factors and the Price Criteria Figure (summation of weighted Adjustment Factors) the Adjustment Factors will prevail. The County will correct and revise the total Price Criteria Figure accordingly.

C. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE: The Local Small Business Enterprise Preference (S/LBE) is provided by the County for purposes of bid evaluation only, as specified in Section 6 of Instructions to Bidders Document 00 21 13 and Section 5 of Supplementary Instructions to Bidders – Enhanced Construction Outreach Program Document 00 22 19.

If Bidder is a qualifying Local Small Business Enterprise (S/LBE), check "yes" in the box below, for non-qualifying, check "no" below:

☐ Yes, Bidder is a certified S/LBE at the time of bid submittal and is requesting the bid preference.

☐ No, Bidder is not a certified S/LBE at the time of bid submittal and does not qualify for the bid preference.

Bidder must provide supporting certification documentation if bidder checks "yes" to the bid preference.

Bidder hereby certifies to County that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury pursuant to the laws of California.

Dated this _____ day of _____ 20 ___

Name of Bidder _____

Type of Organization _____

Signed by _____

Title of Signer _____

END OF DOCUMENT

DOCUMENT 00 43 13

BID SECURITY FORM

(Bid Bond)

(Note: If Bidder is providing a bid bond as its bid security, Bidder must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, as _____ as Principal ("Principal"),

and _____ as Surety ("Surety"),

a corporation organized and existing under and by virtue of the laws of the State of _____ and authorized to do business as a surety in the State of California, are held and firmly bound unto the County of Alameda, State of California as Obligee, in the sum of

_____ ($ _____)

lawful money of the United States of America, for the payment of which sum well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to County for all Work specifically described in the accompanying bid;

Now, therefore, if the Principal is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed form in accordance with the bid, and files two bonds, one guaranteeing faithful performance and the other guaranteeing payment for labor and materials as required by law, and meets all other conditions to the contract between the Principal and the Obligee becoming effective, or if the Principal shall fully reimburse and save harmless the Obligee from any damage sustained by the Obligee through failure of the Principal to enter into the written contract and to file the required performance and labor and material bonds, and to meet all other conditions to the Contract between the Principal and the Obligee becoming effective, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect. The full payment of the sum stated above shall be due immediately if Principal fails to execute the Contract within seven (7) days of the date of the County's Notice of Award to Principal.

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

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorneys' fee to be fixed by the Court.

If the County awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

IN WITNESS WHEREOF, this instrument has been duty executed by the Principal and Surety above named, on the _____ day of _____, 20___.

(Affix Corporate Seal) _____
Principal

_____
By

(Affix Corporate Seal) _____
Surety

_____
By

_____
Name of California Agent of Surety

_____
Address of California Agent of Surety

_____
Telephone Number of California Agent of Surety

Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.

END OF DOCUMENT

DOCUMENT 00 45 13

NON-COLLUSION AFFIDAVIT
Public Contract Code Section 7106

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

_____ being first duly sworn deposes and says that he or she is _____ of _____, the Bidder 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; that 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 of the Bidder or any other bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other bidder, or to secure any advantage against the County 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.

I certify and declare under penalty of perjury under the laws of the State of California that all the foregoing information in this Non-Collusion Affidavit is true and correct.

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

(ATTACH NOTARIAL ACKNOWLEDGMENT FOR THE ABOVE SIGNATURE)

END OF DOCUMENT

DOCUMENT 00 45 26

WORKERS' COMPENSATION CERTIFICATION

PROJECT/CONTRACT NO.: _____ between County of Alameda (the "County" or the "Owner") and _____ (the "Contractor" or the "Bidder") (the "Contract").

Labor Code section 3700 in relevant part provides:

> Every employer except the State shall secure the payment of compensation in one or more of the following ways:
>
> a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
>
> b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

END OF DOCUMENT

DOCUMENT 00 45 46.01

PREVAILING WAGE AND RELATED LABOR REQUIREMENTS CERTIFICATION

PROJECT/CONTRACT NO.: _____ between County of Alameda (the "County" or the "Owner") and _____ (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project.

I hereby acknowledge that County will use the Alameda County Contract Compliance System, including the Elation Systems, Inc. program, to monitor contract labor compliance and Local Hiring Program compliance monitoring. Contractor shall use these Compliance Systems to meet County's requirements, and shall participate in training as directed by County in order to become and remain competent in the use of the Compliance System**s**. Costs associated with the Alameda County Contract Compliance System, including the Elation Systems, Inc. program**s** shall be borne by Contractor and shall not increase the cost of the Contract.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00 45 46.04

HAZARDOUS MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: _____ ("Contract" or "Project") between the County of Alameda ("County") and _____ ("Contractor")

1. Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for County.

2. Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

3. Asbestos and/or asbestos-containing material shall be defined as all items containing detectable amounts of, but not limited to, chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite.

4. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the County's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.

5. All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing "New Hazardous Material" will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the County.

6. Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00 45 46.06

IMPORTED MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: _____ between County of Alameda ("County" or "Owner") and _____ ("Contractor") ("Contract" or "Project").

This form shall be executed by the Contractor and by all entities that, in any way, provide or deliver and/or supply any soils, aggregate, or related materials ("Fill") to the Project Site. All Fill shall satisfy all requirements of any environmental review of the Project performed pursuant to the statutes and guidelines of the California Environmental Quality Act, and section 21000 et seq. of the Public Resources Code ("CEQA").

To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, consultants, employees, trustees, and volunteers pursuant to the indemnification provisions in the Contract Documents for, without limitation, any claim(s) connected with providing, delivering, and/or supplying Fill.

Certification of:	☐ Delivery Firm/Transporter	☐ Supplier	☐ Manufacturer
	☐ Wholesaler	☐ Broker	☐ Retailer
	☐ Distributor	☐ Other _____	
Type of Entity	☐ Corporation	☐ General Partnership	
	☐ Limited Partnership	☐ Limited Liability Company	
	☐ Sole Proprietorship	☐ Other _____	

Name of firm ("Firm"): _____

Mailing address: _____

Addresses of branch office used for this Project: _____

If subsidiary, name and address of parent company: _____

_____

_____

By my signature below, I hereby certify that I am aware of section 25260 of the Health and Safety Code and the sections referenced therein regarding the definition of hazardous material. I further certify on behalf of the Firm that all soils, aggregates, or related materials provided, delivered, and/or supplied or that will be provided, delivered, and/or supplied by this Firm to the Project Site are free of any and all hazardous material as defined in section 25260 of the Health

and Safety Code. I further certify that I am authorized to make this certification on behalf of the Firm.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

Alameda County General Services Agency
JOB ORDER CONTRACT NO. 22059
MASTER CONTRACT NO. 902038
ADA, MAJOR MAINTENACE AND TENANT IMPROVEMENT PROJECTS

DOCUMENT 00 51 00

NOTICE OF AWARD

Dated: _____ 2022

To: _____
(Contractor)

_____
(Address)

From: The County of Alameda

PROJECT: _____ (Project Name)

("Project" or "Contract").

Contractor has been awarded the referenced Contract on _____, 20___, by action of the County's Board of Supervisors.

As full compensation for furnishing all materials and performing all the Work contemplated and encompassed by this Agreement, County will compensate the Contractor for each Job Order in accordance with the Contractor's Adjustment Factors stated on the Bid Schedule, which are as follows:

General Facilities - Normal Working Hours Adjustment Factor	_____
General Facilities - Other than Normal Working Hours Adjustment Factor	_____
Secured Facilities - Normal Working Hours Adjustment Factor	_____
Secured Facilities - Other than Normal Working Hours Adjustment Factor	_____

The Minimum Contract Value for this Contract is $50,000. The Contractor will receive aggregate Job Orders totaling at least $50,000 during the Contract term.

The Maximum Contract Value of the Job Order Contract is $3,000,000 per year. Whereas no Single Job Order may exceed $3,000,000. Pursuant to Public Contract Code section 20155(e)(2), the Maximum Contract Value may be increased by the General Services Agency by a maximum of $6,000,000 over the subsequent two terms of the contract, adjusted annually to reflect the percentage change in the California Consumer Price Index. No Contractor will be

issued Job Orders that in total exceed the Maximum Contract Value. The County does not guarantee the Contractor will receive any volume of work in excess of the Minimum Contract Value. The County may award other construction contracts for the same or similar Work during the term of this Job Order Contract.

One (1) electronic copy of each of the Contract Documents (except Drawings) accompany this Notice of Award.

The Bidder to whom Contract is awarded shall execute and submit the following documents by 5:00 p.m. of the **SEVENTH (7TH)** Calendar Day following the date of the Notice of Award. Failure to properly and timely submit these documents entitles County to reject the bid as non-responsive.

a. Document 00 52 13 Agreement: To be executed by successful Bidder. Submit four (4) copies, each bearing an original signature.

b. Document 00 61 13.13 Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.

c. Document 00 61 13.16 Payment Bond (100%) (Contractor's Labor and Material Payment Bond): On the form provided in the Contract Documents and fully executed as indicated on the form.

d. Insurance Certificates and Endorsements as required.

e. Document 00 45 26 Workers' Compensation Certification.

f. Document 00 45 46.01Prevailing Wage and Related Labor Requirements Certification.

g. Document 00 45 46.04 Hazardous Materials Certification.

h. Document 00 45 46.06 Imported Materials Certification.

i. Document 00 52 13.1 Debarment And Suspension Certification Form

j. Document 00 73 49B Exhibit A "PROJECT STABILIZATION/COMMUNITY BENEFITS AGREEMENT for the COUNTY OF ALAMEDA" Letter of Assent (CONTRACTOR AGREEMENT TO BE BOUND)

Failure to comply with these conditions within the time specified will entitle County to consider your bid abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited, as well as any other rights the County may have against the Contractor.

After you comply with those conditions, County will return to you one fully signed counterpart of the Agreement.

The County of Alameda

BY: _____

NAME: _____

TITLE: _____

END OF DOCUMENT

DOCUMENT 00 51 13

NOTICE OF INTENT TO AWARD

[DATE]
[NAME]
[COMPANY]
[ADDRESS]
[CITY, STATE ZIP]

SUBJECT: **INTENT TO AWARD JOB ORDER CONTRACT FOR ADA, MAJOR MAINTENANCE, AND TENANT IMPOVEMENTS PROJECT NO. _____ CONTRACT NO. _____**

Thank you for your participation and interest in the County of Alameda. Based on its evaluation and acceptance of the bids submitted, GSA will be recommending to its Board of Supervisors that the contract for (Job Order Contract No. _____; Procurement Contract No. _____) be awarded to [CONTRACTOR].

GSA's recommendation to accept and award a contract should go before the Board on Tuesday, [DATE]. Upon Board approval a draft contract will be submitted to the awardee for review. A signed contract will be issued along with an Agreement Form and Notice to Proceed. The County is unable to pay for goods and services received without a signed contract.

Below is a summary of all bids/proposals received for this project.

Bidder	Location	Bid Price*

(*) – A 5% bid preference (stipulated in the ECOP) was given to _____; therefore, their bid is evaluated at $_____ which makes them the lowest responsive bidder.

Please refer to Document 00 21 13 - Instructions to Bidders for additional information.

For information on other contracting opportunities please visit our websites at https://www.acgov.org/gsa_app/gsa/purchasing/bid_content/contractopportunities.jsp

The County of Alameda

BY: _____

NAME: _____

TITLE: _____

END OF DOCUMENT

DOCUMENT 00 52 13

AGREEMENT FORM – JOB ORDER CONTRACT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS_____ DAY OF _____20__, by and between the County of Alameda ("County") and _____ ("Contractor") ("Agreement").

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

1. **The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of

CONTRACT: Job Order Contract No. _____, Master Contract No. _____, Procurement Contract No. _____, ADA, Major Maintenance, and Tennant Improvement Projects.

In accordance with the Contract Documents and each Job Order. It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications, under the direction and supervision of, and subject to, the approval of County or its authorized representative.

2. **The Contract Documents**: The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference and in each Job Order. Any and all obligations of the County and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.

3. **Interpretation of Contract Documents**: Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the County for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement, which shall control over the Special Conditions, which shall control over the General Conditions, which shall control over Job Orders including the Detailed Scope of Work and Request for Proposal, which shall control over the remaining Division 0 Documents, which shall control over Division 1 Documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings, which shall control over the Construction Task Catalog®, which shall control over Technical Specifications. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of County in the matter shall be final.

4. **Time for Completion:** The term of this Job Order Contract commences on the effective date of the Notice to Proceed issued by the County.

The term of this Job Order Contract shall be for one year from the date of the Notice to Proceed or when the Contractor has been issued and completed Job Orders totaling the Maximum Contract Value, whichever occurs first. All Job Orders must be issued, but not necessarily completed, within one calendar year of the commencement date of the Contract. The Contract may be extended by two (2) additional one (1) year terms by written amendment executed by both parties.

A separate Job Order Notice to Proceed will be issued for each Job Order. Each Job Order will specify a time limit for completion as stated on the Job Order Notice to Proceed.

5. **Completion-Extension Of Time**: Should the Contractor fail to complete this Contract or any Job Order, and the Work provided herein or therein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the County for all loss and damage that the County may suffer on account thereof. The Contractor shall coordinate its work with the Work of all other contractors. County shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

6. **Liquidated Damages**: Time is of the essence for all work under this Agreement, including all Job Orders issued under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that County will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the County the sum specified on each Job Order per day as liquidated damages for each and every day's delay beyond the time therein prescribed in finishing the Work. It is hereby understood and agreed that the amount established in each Job Order is not a penalty.

In the event any portion of the liquidated damages is not paid to County, County may deduct that amount from any money due or that may become due the Contractor under this Agreement. County's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as County may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

7. **Indemnities**: To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, employees and

agents and its consultants, the Architect and its consultants, the Construction Manager and its consultants, separate contractors, and their respective board members, officers, representatives, contractors, agents, and employees, in both individual and official capacities from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. This indemnity obligation shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

The Contractor shall give prompt notice to the County in the event of any injury (including death), loss, or damage included herein. Without limitation of the provisions herein, if the Contractor's agreement to indemnify, defend, and hold harmless the indemnities as provided herein against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of any of the indemnities shall to any extent be or be determined to be void or unenforceable, it is the intention of the parties that these circumstances shall not otherwise affect the validity or enforceability of the Contractor's agreement to indemnify, defend, and hold harmless the rest of the indemnities, as provided herein, and in the case of any such suits, claims, damages, losses, or expenses caused in part by the default, negligence, or act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, and in part by any of the indemnities, the Contractor shall be and remain fully liable on its agreements and obligations herein to the full extent permitted by law.

In any and all claims against any of the Indemnities by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the Contractor's indemnification obligation herein shall not be limited in any way by any limitation on the amount or type of damages,

compensation, or benefits payable by or for the Contractor or any Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

8. **Insurance and Bonds**: Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.
Contractor shall at all times during the term of the Agreement with the County maintain in force, at minimum, those insurance policies and bonds as designated in Special Conditions document 00 73 13, and will comply with all those requirements as stated therein. The County and all parties as set forth on the certificate(s) of insurance shall be considered an additional insured or loss payee if applicable. All of Contractor's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Contractor's insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to County. Contractor's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County's own insurance policy or self -insurance shall be called upon to protect it as a named insured.

9. **Prosecution of Work**: If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this contract, County, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

10. **Authority of Architect**: The Owner reserves the right to utilize an Architect at any time during the duration of this Contract. If utilized, the Architect will be determined and identified on a Job Order-by-Job Order basis; and the Owner may designate some of its duties, responsibilities and powers defined herein to the Architect. Contractor hereby acknowledges that the Architect has authority to approve and/or stop Work if the Contractor's Work does not comply with the requirements of the Contract Documents, including the applicable Job Order, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.

11. **Assignment of Contract**: Neither the Contract or any individual Job Order, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the County, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.

12. **Classification Of Contractor's License**: Contractor hereby acknowledges that it currently holds valid Type **B** Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the

Business and Professions Code and in the classification called for in the Contract Documents.

13. It is County policy to minimize the expenditure of County funds on goods and services produced by any entity which buys, sell, leases or distributes commodities and/or professional services to (1) the government of Burma; or (2) any entity organized under the laws of Burma; or (3) any entity which does business with any private or public entity located in Burma, or conducts operations in Burma. Contractors are urged to comply with the policy in making purchases and subcontracts. (ref. Alameda County, Cal., Adm. Code Title.4, §4.32.050(B),(F))

14. **Payment of Prevailing Wages**: The Contractor and all Subcontractors under the Contractor shall be registered with the Department of Industrial Relations (DIR), State of California and pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of County, pursuant to sections 1770 et seq. of the California Labor Code. Prevailing wage rates are also available from the County or on the Internet at: <http://www.dir.ca.gov>. Records of such payroll will be maintained via Elations® online application and uploaded to DIR.

15. **Price**: In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, County covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, County will compensate the Contractor for each Job Order in accordance with the Contractor's Adjustment Factors stated on the Bid Schedule, which are as follows:

General Facilities Normal Working Hours Adjustment Factor	_____
General Facilities Other than Normal Working Hours Adjustment Factor	_____
Secured Facilities Normal Working Hours Adjustment Factor	_____
Secured Facilities Other than Normal Working Hours Adjustment Factor	_____

The Contract is an indefinite-quantity contract for construction work and services. The Minimum Contract Value is $50,000. The Contractor will be offered Job Orders totaling at least $50,000 during the Contract term. The Maximum Contract Value is $3,000,000.

The Maximum Contract Value may be increased by the County by a maximum of $6,000,000 over the subsequent two terms of the contract, adjusted annually to reflect the percentage change in the California Consumer Price Index.

The Contractor will not be issued Job Orders which in total exceed the Maximum Contract Value. The County does not guarantee the Contractor will receive any volume of Work in excess of the Minimum Contract Value.

On behalf of the Contractor, Alameda County will pay the Contractor License Fee per awarded proposal for the Contractor's access to, and utilization of, Gordian's Proprietary Information. The Contractor License Fee will be dispensed per approved Job Order Proposal (per project/job order) none to exceed 1 million dollars for any single Job Order. The Contractor License Fee will be credited back to the County as reflected in each Notice to Proceed ("NTP"), which will equal the amount of the approved Job Order Proposal minus the 1% fee.

16. **Severability**: If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

17. **Enhanced Construction Outreach Program (ECOP)/Good Faith Efforts:** The provisions outlined in Section 00 22 19 apply to this contract. This project is funded solely with local dollars, and these provisions shall apply to all work performed under this contract.

It is required that Contractor shall in good faith effort secure the participation, as set forth in the specifications of Document 00 22 19, of M/W/S/LBE subcontractors, manufacturers, suppliers and/or truckers on the project. As applicable under the ECOP, achievement of the ECOP goals shall constitute prima facie evidence of a Good Faith Effort (GFE). In the event Contractor is unable to achieve the ECOP goals, upon request from GSA, Contractor must show documented evidence that a good faith effort were instituted during the course of this contract.

18. **Elations:** The prime contractor and all participating local and M/W/S/LBE subcontractors awarded contracts as a result of the bid process for this project are required to use the Elation System to submit ECOP information including, but not limited to, weekly certified payrolls, monthly progress payment reports and other information related to M/W/S/LBE participation. Contractor and Contractor's participating as subcontractors are required to use the Elation web-based compliance system as described in Section 00 22 19 to report and validate payments made by Prime Contractors to the subcontractors. It is the

Contractor's responsibility to ensure that they and their subcontractors are registered and trained as required to utilize the Elation compliance system.

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

CONTRACTOR	**COUNTY OF ALAMEDA**
By: _____	By: _____
Title: _____	Title: _____

NOTE: If the party executing this Contract is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.

Approved as to form: _____
(Deputy) County Counsel

END OF DOCUMENT

DOCUMENT 00 52 13.1

COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION FORM

The bidder, under penalty of perjury, certifies that, except as noted below, bidder, its Principal, and any named and unnamed subcontractor:

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

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

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

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

BIDDER: _____

PRINCIPAL: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

DOCUMENT 00 55 00

NOTICE TO PROCEED

Dated: _____, 2022

TO: _____
(Contractor)

ADDRESS: _____

_____

_____

CONTRACT: _____

PROJECT/CONTRACT NO.: _____between County of Alameda and Contractor ("Contract").

You are notified that the Contract Time under the above Contract will commence to run on _____ _____, 20___. A separate Job Order Notice to Proceed will be issued for each Job Order and each Job Order will specify a time limit for completion as stated on the Job Order Notice to Proceed.

Thank you. We look forward to a very successful Project.

COUNTY OF ALAMEDA

BY: _____

NAME: _____

TITLE: _____

END OF DOCUMENT

DOCUMENT 00 56 00

ESCROW OF BID DOCUMENTATION

1. Requirement to Escrow Bid Documentation

a. Contractor shall submit, within **SEVEN (7)** calendar days after the date of the Notice of Award, one copy of all documentary information received or generated by Contractor in preparation of bid prices for this Contract, as specified herein. This material is referred to herein as "Escrow Bid Documentation." The Escrow Bid Documentation of the Contractor will be held in escrow for the duration of the Contract.

b. Contractor agrees, as a condition of award of the Contract, that the Escrow Bid Documentation constitutes all written information used in the preparation of its bid, and that no other written bid preparation information shall be considered in resolving disputes or claims. Contractor also agrees that nothing in the Escrow Bid Documentation shall change or modify the terms or conditions of the Contract Documents.

c. The Escrow Bid Documentation will not be opened by County except as indicated herein. The Escrow Bid Documentation will be used only for the resolution of change orders and claims disputes.

d. Contractor's submission of the Escrow Bid Documentation, as with the bonds and insurance documents required, is considered an essential part of the Contract award. Should the Contractor fail to make the submission within the allowed time specified above, County may deem the Contractor to have failed to enter into the Contract, and the Contractor shall forfeit the amount of its bid security, accompanying the Contractor's bid, and County may award the Contract to the next lowest responsive responsible bidder.

e. NO PAYMENTS WILL BE MADE, NOR WILL COUNTY ACCEPT PROPOSED CHANGE ORDERS UNTIL THE ABOVE REQUIRED INFORMATION IS SUBMITTED AND APPROVED.

f. The Escrow Bid Documentation shall be submitted in person by an authorized representative of the Contractor to County.

2. Ownership of Escrow Bid Documentation

a. The Escrow Bid Documentation is, and shall always remain, the property of Contractor, subject to review by County, as provided herein.

b. Escrow Bid Documentation constitute trade secrets, not known outside Contractor's business, known only to a limited extent and only by a limited number of employees of Contractor, safeguarded while in Contractor's possession, extremely valuable to Contractor, and could be extremely valuable to Contractor's competitors by virtue of it reflecting Contractor's contemplated techniques of construction. Subject to the provisions herein, County agrees to safeguard the Escrow Bid Documentation, and all information contained therein, against disclosure to the fullest extent permitted by law.

3. Format and Contents of Escrow Bid Documentation

a. Contractor may submit Escrow Bid Documentation in its usual cost-estimating format; a standard format is not required. The Escrow Bid Documentation shall be submitted in the English language.

b. Escrow Bid Documentation must clearly itemize the estimated costs of performing the work of each bid item contained in the bid schedule, separating bid items into sub-items as required to present a detailed cost estimate and allow a detailed cost review. The Escrow Bid Documentation shall include all subcontractor bids or quotes, supplier bids or quotes, quantity takeoffs, crews, equipment, calculations of rates of production and progress, copies of quotes from subcontractors and suppliers, and memoranda, narratives, add/deduct sheets, and all other information used by the Contractor to arrive at the prices contained in the bid proposal. Estimated costs should be broken down into Contractor's usual estimate categories such as direct labor, repair labor, equipment ownership and operation, expendable materials, permanent materials, and subcontract costs as appropriate. Plant and equipment and indirect costs should be detailed in the Contractor's usual format. The Contractor's allocation of indirect costs, contingencies, markup, and other items to each bid item shall be identified.

c. All costs shall be identified. For bid items amounting to less than $10,000, estimated unit costs are acceptable without a detailed cost estimate, provided that labor, equipment, materials, and subcontracts, as applicable, are included and provided that indirect costs, contingencies, and markup, as applicable, are allocated.

d. Bid Documentation provided by County should not be included in the Escrow Bid Documentation unless needed to comply with the following requirements.

4. Submittal of Escrow Bid Documentation

a. The Escrow Bid Documentation shall be submitted by the Contractor in a sealed container within **SEVEN (7)** calendar days after the date of the Notice of Award. The container shall be clearly marked on the outside with the Contractor's name, date of submittal, project name and the words "Escrow Bid Documentation – Intended to be opened in the presence of Authorized Representatives of Both County and Contractor".

b. By submitting Escrow Bid Documentation, Contractor represents that the material in the Escrow Bid Documentation constitutes all the documentary information used in preparation of the bid and that the Contractor has personally examined the contents of the Escrow Bid Documentation container and has found that the documents in the container are complete.

c. If Contractor's proposal is based upon subcontracting any part of the work, each subcontractor whose total subcontract price exceeds 5 percent of the total contract price proposed by Contractor, shall provide separate Escrow Documents to be included with those of Contractor. Those documents shall be opened and examined in the same manner and at the same time as the examination described above for Contractor.

d. If Contractor wishes to subcontract any portion of the Work after award, County retains the right to require Contractor to submit Escrow Documents for the Subcontractor before the subcontract is approved.

5. Storage, Examination and Final Disposition of Escrow Bid Documentation

a. The Escrow Bid Documentation will be placed in escrow, for the life of the Contract, in a mutually agreeable institution. The cost of storage will be paid by Contractor for the duration of the project until final Contract payment. The storage facilities shall be the appropriate size for all the Escrow Bid Documentation and located conveniently to both County's and Contractor's offices.

b. The Escrow Bid Documentation shall be examined by both County and Contractor, at any time deemed necessary by either County or Contractor, to assist in the negotiation of price adjustments and change orders or the settlement of disputes and claims. In the case of legal proceedings, Escrow Bid Documentation shall be used subject to the terms of an appropriate protective order if requested by Contractor and ordered by a court of competent jurisdiction. Examination of the Escrow Bid Documentation is subject to the following conditions:

(1) As trade secrets, the Escrow Bid Documentation is proprietary and confidential to the extent allowed by law.

(2) County and Contractor shall each designate, in writing to the other party **SEVEN (7)** calendar days prior to any examination, the names of representatives who are authorized to examine the Escrow Bid Documentation. No other person shall have access to the Escrow Bid Documentation.

(3) Access to the documents may take place only in the presence of duly designated representatives of the County and Contractor. If Contractor fails to designate a representative or appear for joint examination on

SEVEN (7) calendar days notice, then the County representative may examine the Escrow Bid Documents alone upon an additional **THREE (3)** calendar days notice if a representative of the Contractor does not appear at the time set.

(4) If a subcontractor has submitted sealed information to be included in the Escrow Bid Documents, access to those documents may take place only in the presence of a duly designated representative of the County, Contractor and that subcontractor. If that subcontractor fails to designate a representative or appear for joint examination on **SEVEN (7)** calendar days notice, then the County representative and/or the Contractor may examine the Escrow Bid Documentation without that subcontractor present upon an additional **THREE (3)** calendar days notice if a representative of that subcontractor does not appear at the time set.

c. The Escrow Bid Documentation will be returned to Contractor at such time as the Contract has been completed and final settlement has been achieved.

END OF DOCUMENT

DOCUMENT 00 57 00

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

Public Contact Code Section 22300

This Escrow Agreement ("Escrow Agreement") is made and entered into this ____ day of _____, 20___, by and between County of Alameda, whose address is _____, _____, California (“County”); and

_____, whose place of business is located at _____, ("Contractor"); and

_____, a state or federally chartered bank in the state of California, whose place of business is located at _____ _____, ("Escrow Agent").

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

1. Pursuant to section 22300 of Public Contract Code of the State of California, which is hereby incorporated by reference, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by County pursuant to the Construction Contract No. _____ entered into between County and Contractor for the _____[Name of Project], in the amount of _____ dated, _____, 20___, (the "Contract"). Alternatively, on written request of Contractor, County shall make payments of the retention earnings directly to Escrow Agent. When Contractor deposits the securities as a substitute for Contract earnings, Escrow Agent shall notify County within ten (10) calendar days of the deposit. The market value of the securities at the time of substitution and at all times from substitution until the termination of the Escrow Agreement shall be at least equal to the cash amount then required to be withheld as retention under terms of Contract between County and Contractor.

   Securities shall be held in name of County of Alameda, and shall designate Contractor as beneficial owner.

2. County shall make progress payments to Contractor for those funds which otherwise would be withheld from progress payments pursuant to Contract provisions, provided that Escrow Agent holds securities in form and amount specified above.

3. When County makes payment of retention earned directly to Escrow Agent, Escrow Agent shall hold them for the benefit of Contractor until the time that the escrow created under this Escrow Agreement is terminated. Contractor may direct the investment of the

payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the Parties shall be equally applicable and binding when County pays Escrow Agent directly.

4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account, and all expenses of County. These expenses and payment terms shall be determined by County, Contractor, and Escrow Agent.

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

6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from County to Escrow Agent that County consents to withdrawal of amount sought to be withdrawn by Contractor.

7. County shall have the right to draw upon the securities and/or withdraw amounts from the Escrow Account in event of default by Contractor. Upon seven (7) days written notice to Escrow Agent from County of the default, if applicable, Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by County.

8. Upon receipt of written notification from County certifying that the Contract is final and complete, and that Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all monies and securities on deposit and payments of fees and charges.

9. Escrow Agent shall rely on written notifications from County and Contractor pursuant to Paragraphs 5 through 8, inclusive, of this Escrow Agreement and County and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of securities and interest as set forth above.

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

On behalf of County:	On behalf of Contractor:
_____	_____
Title	Title
_____	_____
Name	Name

Signature	Signature
Address	Address

On behalf of Escrow Agent:

Title

Name

Signature

Address

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

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

On behalf of County:	On behalf of Contractor:
Title	Title
Name	Name
Signature	Signature
Address	Address

On behalf of Escrow Agent:

Title

Name

Signature

Address

END OF DOCUMENT

DOCUMENT 00 61 13.13

PERFORMANCE BOND FORM
(100% of Contract Price)

(Note: Bidders must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Board of Supervisors of the County of Alameda ("County") and _____, ("Principal)" have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Job Order Contract No. 22059, Master Contract No. 902038, Job Order Contracting 2022-2023 ADA, Major Maintenance and Tenant Improvement Projects

("Project" or "Contract")

which Contract dated _____, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

And WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, the Principal and _____ ("Surety") are held and firmly bound unto the Board of County in the penal sum of _____ Dollars ($_____), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to perform all the work required to complete the Project and to pay to County all damages County incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

The condition of the obligation is such that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the intent and meaning, and shall indemnify and save harmless County, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

And the 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 obligation 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.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20__.

(Affix Corporate Seal)

_____
Principal

_____
By

_____
Surety

_____
By

_____
Name of California Agent of Surety

_____
Address of California Agent of Surety

_____
Telephone Number of California Agent of Surety

Bidder must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

DOCUMENT 00 61 13.16

PAYMENT BOND FORM
Contractor's Labor & Material Payment Bond
(100% of Maximum Contract Value)

(Note: Bidders must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

That WHEREAS, the Board of Supervisors of the County of Alameda (“County”) and _____ ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to

Job Order Contract No. 22059, Master Contract No. 902038, Job Order Contracting 2022-2023
ADA, Major Maintenance and Tenant Improvement Projects

which Contract dated _____, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to 100 percent (100%) of the Maximum Contract Value, to secure the claims to which reference is made in sections 9000, 9100, 9356 through 9560 and 9564 of the Civil Code of California, and division 2, part 7, of the Labor Code of California.

NOW, THEREFORE, WE, the Principal and _____, ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of _____ Dollars ($_____), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under sections 9000, 9100, 9356 through 9560 and 9564 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect. If the aggregate of Job Orders issued under the contract exceeds $1,000,000.00, an increase in the payment and performance bond will be required to the amount of not less than one hundred percent (100%) of the Maximum Contract Value. At no time may the sum of issued Job Orders exceed the amount of the Payment Bond and Performance Bond.

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

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20___.

(Affix Corporate Seal)

_____
Principal

_____
By

_____
Surety

_____
By

_____
Name of California Agent of Surety

_____
Address of California Agent of Surety

_____
Telephone Number of California Agent of Surety

Bidder must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

DOCUMENT 00 65 19.26

FINAL SETTLEMENT CERTIFICATE FORM

THIS FINAL SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS ("Agreement and Release") IS MADE AND ENTERED INTO THIS _____ DAY OF _____ _____, 20___ by and between the County of Alameda ("County") and _____ _____ ("Contractor"), whose place of business is _____ _____.

RECITALS:

1. County and Contractor entered into PROJECT/CONTRACT NO.: _____ ("Contract" or "Project") in the County of Alameda, California.

2. The Work under the Contract has been completed.

NOW, THEREFORE, it is mutually agreed between County and Contractor as follows:

AGREEMENT

3. Contractor will only be assessed liquidated damages as detailed below:

Original Contract Sum	$_____
Modified Contract Sum	$_____
Payment to Date	$_____
Liquidated Damages	$_____
Payment Due Contractor	$_____

4. Subject to the provisions hereof, County shall forthwith pay to Contractor the undisputed sum of $_____ (_____ Dollars and __ _____ Cents) under the Contract, less any amounts represented by any notice to withhold funds on file with County as of the date of such payment.

5. Contractor acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against County arising from the performance of work under the Contract, except for the claims described in Paragraph 6 and continuing obligations described in Paragraph 8. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Contractor against County, all its respective agents, employees, inspectors, assignees and transferees except for the Disputed Claim is set forth in Paragraph 6 and continuing obligations described in Paragraph 8 hereof.

6. The following claims are disputed (hereinafter, the "Disputed Claims") and are specifically excluded from the operation of this Agreement and Release:

Claim No.	Description of Claim	Amount of Claim	Date Claim Submitted

7. Consistent with California Public Contract Code section 7100, Contractor hereby agrees that, in consideration of the payment set forth in Paragraph 4 hereof, Contractor hereby releases and forever discharges County, all its agents, employees, inspectors, assignees, and transferees from any and all liability, claims, demands, actions, or causes of action of whatever kind or nature arising out of or in any way concerned with the Work under the Contract.

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

9. To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all losses, liabilities, claims, suits, and actions of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Contract unless caused wholly by the sole negligence or willful misconduct of the indemnified parties.

10. Contractor hereby waives the provisions of California Civil Code section 1542 which provides as follows:

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

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

12. All rights of County shall survive completion of the Work or termination of Contract, and execution of this Release.

* * * CAUTION: THIS IS A RELEASE - READ BEFORE EXECUTING * * *

COUNTY OF ALAMEDA

TITLE: _____

NAME: _____

SIGNATURE: _____

CONTRACTOR

TITLE: _____

NAME: _____

SIGNATURE: _____

END OF DOCUMENT

DOCUMENT 00 65 36

WARRANTY FORM

_____("Contractor") hereby agrees that the _____ ("Work" of Contractor) which Contractor has installed for County of Alameda ("County") for the following project:

PROJECT: _____ (Project Name)

("Project" or "Contract")

has been performed in accordance with the requirements of the Contract Documents and that the Work as installed will fulfill the requirements of the Contract Documents.

The undersigned agrees to repair or replace any or all of such Work that may prove to be defective in workmanship or material together with any other adjacent Work that may be displaced in connection with such replacement within a period of _____ year(s) from the date of completion as defined in Public Contract Code section 7107, subdivision (c), ordinary wear and tear and unusual abuse or neglect excepted. The date of completion is _____, 20___.

In the event of the undersigned's failure to comply with the above-mentioned conditions within a reasonable period of time, as determined by County, but not later than seven (7) days after being notified in writing by County, the undersigned authorizes the County to proceed to have said defects repaired and made good at the expense of the undersigned. The undersigned shall pay the costs and charges therefor upon demand.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

Representatives to be contacted for service subject to terms of Contract:

NAME: _____

ADDRESS: _____

PHONE NO.: _____

END OF DOCUMENT

DOCUMENT 00 72 13

GENERAL CONDITIONS

TABLE OF CONTENTS

Page

1. **CONTRACT TERMS AND DEFINITIONS** 8

1.1 Definitions 8

1.2 The Work 15

1.3 Laws Concerning The Contract 15

1.4 No Oral Agreements 16

1.5 No Assignment 16

1.6 Notice And Service Thereof 16

1.7 No Waiver 17

1.8 Substitutions For Specified Items 17

1.9 Materials and Work 17

2. **COUNTY** 19

2.1 Occupancy 19

3. **ARCHITECT** 19

3.1 Role and Authority 19

3.2 Interpretations 19

3.3 Laws 19

3.4 Communications 19

4. **CONSTRUCTION MANAGER** 20

4.1 Role and Authority 20

4.2 Authority to Reject 20

4.3 If No Construction Manager 20

5. **INSPECTIONS AND TESTS** 20

5.1 Tests and Inspections 20

5.2 Costs for After Hours and/or Off Site Inspections 21

6. **CONTRACTOR** 21

6.1 Status of Contractor 21

6.2 Contractor's Supervision 21

6.3 Duty to Provide Fit Workers 22

6.4 Purchase of Materials and Equipment 23

6.5 Documents On Work Site 23

6.6 Preservation of Records 24

6.7 Integration of Work 24

6.8 Obtaining of Permits and Licenses 25

6.9 Work to Comply With Applicable Laws and Regulations 25

6.10 Safety/Protection of Persons and Property 26

6.11 Working Evenings and Weekends 29

6.12 Badge Policy For Contractors 29

6.13 County Drug Policy - Drug Free Work Place 30

6.14 Cleaning Up 30

7. **SUBCONTRACTORS** 31

7.1 Contractor Shall Provide Subcontractor Information 31

7.2 No Contractual Relationship Between County and Subcontractors 31

7.3 Contractor Binds Every Subcontractor by Terms of Contract 31

7.4 No Waiver of Obligations 31

7.5 Contractor to Familiarize Itself with Laws 31

7.6 Subcontractor Substitutions 32

7.7 Subcontractor Coordination 30
7.8 Subcontractor Relations 32
7.9 Assignment or Termination 30
8. **OTHER CONTRACTS/CONTRACTORS** 30
8.1 County Right to Perform 30
8.2 Protection of Work 32
8.3 Coordination with Other Work 32
8.4 Measurement of Work Performed 33
8.5 Knowledge of Other Work 33
8.6 No Exclusive Occupancy of Site 33
9. **DRAWINGS AND SPECIFICATIONS** 33
9.1 List of all Drawings 33
9.2 Technical and Trade Words 33
9.3 Trade Name or Trade Term 33
9.4 The Naming of any Material and/or Equipment Shall Mean Furnishing 34
9.5 Contract Documents are Complementary 34
9.6 Drawings and Specifications are Intended to Comply With All Laws 34
9.7 Plans, Drawings, Designs, Specifications are County Property 34
9.8 Order of Precedence 34
9.9 Resolution of Discrepancy or Ambiguity 34
9.10 County Clarification 35
10. **CONTRACTOR'S SUBMITTALS AND SCHEDULES** 35
10.1 Schedule of Work, Schedule of Submittals, and Schedule of Values 35
10.2 Monthly Progress Schedule(s) 36
10.3 Material Safety Data Sheets (MSDS) 36

11. SITE ACCESS, CONDITIONS, AND REQUIREMENTS 37

11.1 Site Investigation 37

11.2 Soils Investigation Report 37

11.3 Access to Work....37

11.4 Layout and Field Engineering 37

11.5 Utilities....38

11.6 Sanitary Facilities 35

11.7 Surveys 38

11.8 Regional Notification Center 38

11.9 Existing Utility Lines....38

11.10 Notification....39

11.11 Hazardous Materials....39

11.12 No Signs....39

12. **TRENCHES**....39

12.1 Trenches Greater Than Five Feet....39

12.2 Excavation Safety....40

12.3 No Tort Liability of County 40

12.4 No Excavation Without Permits 40

12.5 Discovery of Hazardous Waste and/or Unusual Conditions 40

13. **INSURANCE AND BONDS**....41

13.1 Insurance....41

13.2 Contract Security - Bonds....43

14. WARRANTY/GUARANTEE/INDEMNITY....44

14.1 Warranty/Guarantee 44

14.2 Indemnity....45

15. TIME 463

15.1 Notice to Proceed 46

15.2 Computation of Time / Adverse Weather 47

15.3 Hours of Work.....47

15.4 Progress and Completion 47

15.5 Expeditious Completion 48

16. EXTENSIONS OF TIME – LIQUIDATED DAMAGES 48

16.1 Liquidated Damages.....48

16.2 Excusable Delay.....48

16.3 No Additional Compensation for Delays Within Contractor's Control 49

16.4 Float or Slack in the Schedule 49

17. CHANGES IN THE WORK.....50

17.1 No Changes Without Authorization 50

17.2 Architect Authority to Order Minor Changes.....50

17.3 Change Orders 51

17.4 Construction Change Directives 51

17.5 Force Account Directives.....51

17.6 Price Request.....52

17.7 Proposed Change Order.....52

17.8 Format for Proposed Change 54

17.9 Change Order Certification 54

17.10 Determination of Supplemental Order Cost 51

17.11 Deductive Supplemental Job Orders……..51

17.12 Deductive Change Orders 55

17.13 Discounts, Rebates, and Refunds.....55

17.14 Accounting Records....55

17.15 Notice Required....55

17.16 Applicability to Subcontractors....55

17.17 Alteration to Change Order Language....55

17.18 Failure of Contractor to Execute Change Order....55

18. REQUEST FOR INFORMATION....56

18.1 Coordination of Contract Work....56

18.2 Reference Contract Documents....56

18.3 Contractor Responsible For Costs....56

19. PAYMENTS....56

19.1 Contract Price....56

19.2 Applications for Progress Payments....56

19.3 Progress Payments....59

19.4 Decisions to Withhold Payment....61

19.5 Subcontractor Payments....63

20. COMPLETION OF THE WORK....63

20.1 Completion....63

20.2 Close-Out Procedures....64

20.3 Final Inspection ….…….. 60

20.4 Cost of Multiple Inspections ….……..60

20.5 Partial Occupancy or Use Prior to Completion…..…….. 62

21. FINAL PAYMENT AND RETENTION....66

21.1 Final Payment....66

21.2 Prerequisites for Final Payment....66

21.3 Retention....67

21.4 Substitution of Securities 68

22. **UNCOVERING OF WORK** 68

23. **NONCONFORMING WORK, CORRECTION OF WORK AND COUNTY'S RIGHT TO PERFORM WORK** 68

23.1 Nonconforming Work 68

23.2 Correction of Work 68

23.3 County's Right to Perform Work 69

24. **TERMINATION AND SUSPENSION** 70

24.1 County's Right to Terminate Contractor for Cause 70

24.2 Termination of Contractor for Convenience 72

24.3 Emergency Termination of Public Contracts Act of 1949 72

25. **CLAIMS AND DISPUTES** 73

25.1 Performance During Claim Process 73

25.2 Definition of Claim 73

25.3 Claim Presentations 73

25.4 Claim Resolution 74

26. **LABOR, WAGE & HOUR, APPRENTICE, AND RELATED PROVISIONS** 76

26.1 Wage Rates, Travel, and Subsistence 76

26.2 Hours of Work 78

26.3 Payroll Records 79

26.4 Apprentices 81

26.5 Non-Discrimination 82

26.6 Labor First Aid 82

27. MISCELLANEOUS 82

27.1 Assignment of Antitrust Actions 82

27.2 Excise Taxes 83

27.3 Taxes 840

27.4 Shipments 840

GENERAL CONDITIONS

1. CONTRACT TERMS AND DEFINITIONS

1.1 Definitions

Wherever used in the Contract Documents, the following terms shall have the meanings indicated, which shall be applicable to both the singular and plural thereof:

1.1.1 Adjustment Factor**:** The Contractor's competitively bid price adjustment to the Unit Prices as published in the Construction Task Catalog®. Adjustment Factors are expressed as a multiplicative increase or decrease from the Unit Prices.

1.1.2 Adverse Weather: Shall be only weather that satisfies all of the following conditions: (1) unusually severe precipitation, sleet, snow, hail, heat, or cold conditions in excess of the norm for the location and time of year it occurred, (2) unanticipated, and (3) at the Project.

1.1.3 Approval, Approved, and/or Accepted: Refer to written authorization, unless stated otherwise.

1.1.4 Architect: The individual, partnership, corporation, joint venture, or any combination thereof, named as Architect, who will have the rights and authority assigned to the Architect in the Contract Documents. The term Architect means the County's Architect on this Project or the Architect's authorized representative.

1.1.5 Architect's Supplemental Instruction: A document prepared by the Architect to provide supplemental instructions or interpretations or to order minor changes in the work not involving adjustment in the Contract Amount or Contract Time.

1.1.6 Price Criteria Figure: The sum of the weighted Adjustment Factors, used to determine the low bid, as determined on the basis of the Price Criteria Figure Formula provided in the Price Bid Form.

1.1.7 Bidder: A contractor who intends to provide a bid to the County to perform the Work of this Contract. The term Proposer used in this document shall be synonymous with the word Bidder as the work may appear in other Contract Documents, or in documents supplied for the purposes of preparing a Proposal. (Also referred to as best value bidder).

1.1.8 Best value: A procurement process whereby the Contractor is is selected on the basis of objective criteria for evaluating the bidders' qualifications with the resulting

selection representing the best combination of price and qualifications, pursuant to Public Contract Code section 20155.

1.1.9 Construction Change Directive: A written order prepared and issued by the County, the Construction Manager, and/or the Architect and signed by the County and the Architect, directing a change in the Detailed Scope of Work. County will issue a Supplemental Job Order for any Construction Change Directives that result in a change in price.

1.1.10 Construction Manager: The individual, partnership, corporation, joint venture, or any combination thereof, or its authorized representative, named as such by the County. If no Construction Manager is used on the Project that is the subject of this Contract, then all references to Construction Manager herein shall be read to refer to County.

1.1.11 Construction Schedule: The progress schedule of construction of the Project as provided by Contractor and approved by County

1.1.12 Construction Task Catalog®: A comprehensive listing of construction related tasks together with a specific unit of measurement and a Unit Price. (Also referred to as the 'CTC'.)

1.1.13 Contract, Contract Documents: The Contract consists exclusively of the documents evidencing the agreement of the County and Contractor, identified as

the Contract Documents. The Contract Documents consist of the following documents:

1.1.13.1 Notice to Bidders

1.1.13.2 Instructions to Bidders

1.1.13.3 Supplementary Instructions to Bidders – Construction Outreach Program

1.1.13.4 Qualifications Form

1.1.13.5 Price Bid Form

1.1.13.6 Bid Security Form

1.1.13.7 Non-Collusion Affidavit

1.1.13.8 Workers' Compensation Certification

1.1.13.9 Prevailing Wage and Related Labor Requirements Certification

1.1.13.10 Construction Outreach Program Certifications

1.1.13.11 Hazardous Materials Certification

1.1.13.12 Imported Materials Certification

1.1.13.13 Notice of Award

1.1.13.14 Agreement

1.1.13.15 Notice to Proceed

1.1.13.16 Escrow of Bid Documentation

1.1.13.17 Escrow Agreement for Security Deposits in Lieu of Retention

1.1.13.18 Performance Bond

1.1.13.19 Payment Bond (Contractor's Labor & Material Payment Bond)

1.1.13.20 General Conditions

1.1.13.21 Special Conditions

1.1.13.22 Hazardous Materials Procedures and Requirements

1.1.13.23 Task Specifications Divisions 01 through 49

1.1.13.24 All Job Orders, Detailed Scope of Work, Request for Proposals

1.1.13.25 Construction Task Catalog® & Technical Specifications

1.1.13.26 All Plans, Technical Specifications, and Drawings

1.1.13.27 Any and all addenda to any of the above documents

1.1.13.28 Any and all change orders or written modifications to the above documents if approved in writing by the County.

1.1.14 Contract Time: The time period stated in the Agreement for the completion of the Work.

1.1.15 Contractor: The person or persons identified in the Agreement as contracting to perform the Work to be done under this Contract, or the legal representative of such a person or persons.

1.1.16 County: County of Alameda, acting through its Board of Supervisors or any of its authorized agents. The County may, at any time:

1.1.16.1 Direct the Contractor to communicate with or provide notice to the Construction Manager or the Architect on matters for which the Contract Documents indicate the Contractor will communicate with or provide notice to the County; and/or

1.1.16.2 Direct the Construction Manager or the Architect to communicate with or direct the Contractor on matters for which the Contract Documents indicate the County will communicate with or direct the Contractor.

1.1.17 Daily Job Report(s): Daily Project reports prepared by the Contractor's employee(s) who are present on Site, which shall include the information required herein.

1.1.18 Day(s): Unless otherwise designated, day(s) means calendar day(s).

1.1.19 Detailed Scope of Work: A document setting forth the work the Contractor is obligated to complete for a particular Job Order.

1.1.20 Drawings: (or “Plans”) The graphic and pictorial portions of the Contract Documents showing the design, location, scope and dimensions of the work, generally including plans, elevations, sections, details, schedules, sequence of operation, and diagrams.

1.1.21 General Facilities Adjustment Factor: Adjustment Factors that apply when Job Order Work is performed in all locations other than those defined by Secured Facilities Adjustment Factors.

1.1.22 Job Order: A document signed by the County and the Contractor, or by only the County in the case of a Unilateral Job Order, that describes Work to be accomplished for the Job Order Price. The County has sole discretion to determine the number and scope of Job Orders issued. Each Job Order will include a Request for Proposal, a Detailed Scope of Work, a firm fixed lump sum price, a time duration for the completion of the Work and any special conditions that might apply to that specific Job Order, such as Liquidated Damages. (Also referred to as ‘Project’).

1.1.23 Job Order Contract: A competitively bid, indefinite quantity contract for accomplishing construction and construction related services. Work is

accomplished through the issuance of individual Job Orders. (Also referred to as 'JOC' and 'Contract').

1.1.24 Job Order Notice to Proceed: Written notice issued by the County to Contractor authorizing Contractor to proceed with each Job Order and specifying the first day of the Contract Time for the Job Order.

1.1.25 Job Order Plans: The graphic and pictorial portions of the Job Order as defined in the Detailed Scope of Work, illustrating the design, character, location, and dimensions of the Work to be performed, generally including but not limited to, elevations, sections, details, schedules, General Notes, specific notes, and diagrams. Synonymous with "Drawings", "Contract Drawings", and "Plans".

1.1.26 Job Order Price- The value of the approved Job Order Price Proposal minus the 1% Contractor License Fee.

1.1.27 Job Order Proposal: The documents prepared by the Contractor stating a firm fixed price to perform a specific Detailed Scope of Work. The Proposal includes shop drawings and sketches, permits and submittals as necessary, a detailed cost Proposal comprised of line items from the Construction Task Catalog®, supporting documentation for any Non-Pre-priced items, a construction schedule, the list of subcontractors with their current California State Department of Industrial Relations (DIR) registration numbers for all subcontractors performing any services over $1000, supporting certification documentation as necessary for Enhanced Construction Outreach Program(ECOP) and other documentation as may be

required by the County prior to the issuance of a Job Order. (Also referred to as "Proposal" or "Proposal Package").

1.1.28 Job Order (or Task) Specifications: Description of the manner of performing the Work and the quantities, qualities and types of materials to be furnished.

1.1.29 Job Order Completion Time: Unless otherwise provided, the Job Order Completion Time is the period of time, including authorized adjustments, identified for Completion of the Detailed Scope of Work of a Job Order.

1.1.30 Joint Scope Meeting: Meeting at the project site attended by the County and the Contractor to jointly scope the Work. (Also referred to as the Site Visit").

1.1.31 Maximum Contract Value: The maximum dollar value of Work that the County may order during the term of the Job Order Contract.

1.1.32 Minimum Contract Value: The minimum dollar value of Work that the County must order during the term of the Job Order Contract

1.1.33 Non-Pre-priced Tasks: Units of Work which are not included in the Construction Task Catalog but which are within the general scope and intent of this Contract. (Also referred to as 'NPP').

1.1.34 Normal Working Hours: Standard shift work between the hours of 7:00 AM and 5:00 PM, Monday thru Friday.

1.1.35 Other than Normal Working Hours: Hours outside Normal Working Hours including all day Saturday, Sunday and County Holidays.

1.1.36 Pre-Priced Tasks: A task described in, and for which a Unit Price is set forth in the Construction Task Catalog®

1.1.37 Premises: The real property owned or leased by the County on which the Site is located.

1.1.38 Product(s): New material, machinery, components, equipment, fixtures and systems forming the Work, including existing materials or components required and approved by the County for reuse.

1.1.39 Product Data: Illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate a material, product, or system for some portion of the Work.

1.1.40 Project: The planned undertaking as provided for in the Contract Documents, including the planned undertaking for each Job Order or series of related Job Orders.

1.1.41 Program Manager: The individual, partnership, corporation, joint venture, or any combination thereof, or its authorized representative, named as such by the County. If no Program Manager is designated for Project that is the subject of this

Contract, then all references to Project Manager herein shall be read to refer to County.

1.1.42 Provide: Shall include “provide complete in place,” that is, “furnish and install,” and “provide complete and functioning as intended in place” unless specifically stated otherwise.

1.1.43 Request for Information: A written request prepared by the Contractor requesting that the Architect provide additional information necessary to clarify or amplify an item in the Contract Documents that the Contractor believes is not clearly shown or called for in the Drawings or Specifications or other portions of the Contract Documents, or to address problems that have arisen under field conditions.

1.1.44 Request for Proposal: The County’s formal request for the Contractor to provide a Job Order Proposal. (Also referred to as ‘RFP’).

1.1.45 Request for Substitution: A request by Contractor to substitute an equal or superior material, product, thing, or service for a specific material, product, thing, or service that has been designated in the Contract Documents by a specific brand or trade name.

1.1.46 Safety Orders: Written and/or verbal orders for construction issued by the California Division of Industrial Safety (“CalOSHA”) or by the United States Occupational Safety and Health Administration (“OSHA”).

1.1.47 Safety Plan: Contractor’s safety plan specifically adapted for the Project. Contractor's Safety Plan shall comply with all provisions regarding Project safety, including all applicable provisions in these General Conditions.

1.1.48 Samples: Physical examples that illustrate materials, products, equipment, finishes, colors, or workmanship and that, when approved in accordance with the Contract Documents, establish standards by which portions of the Work will be judged.

1.1.49 Secured Facilities Adjustment Factor: Adjustment Factors that apply when Job Order Work is performed within Detention and Secured Facilities (requiring site clearance) as identified in the Detailed Scope of Work.

1.1.50 Shop Drawings: All drawings, prints, diagrams, illustrations, brochures, schedules, and other data that are prepared by the Contractor, a subcontractor, manufacturer, supplier, or distributor, that illustrate how specific portions of the Work shall be fabricated or installed.

1.1.51 Site: The Project site as shown on the Drawings.

1.1.52 Specifications: That portion of the Contract Documents, Division 01 through Division 49, and all technical sections, and addenda to all of these, if any, consisting of written descriptions and requirements of a technical nature of

materials, equipment, construction methods and systems, standards, and workmanship.

1.1.53 Subcontractor: A contractor and/or supplier who is under contract with the Contractor or with any other subcontractor, regardless of tier, to perform a portion of the Work of the Project.

1.1.54 Submittal Schedule: The schedule of submittals as provided by Contractor and approved by County.

1.1.55 Supplemental Job Order: A written order to the Contractor issued after the issuance of a Job Order authorizing an addition to, deletion from, or revision in the Detailed Scope of Work, and/or authorizing an adjustment in the Job Order Price or Job Order Completion Time. Changes to the Job Order are accomplished by issuance of a Supplemental Job Order to the original Job Order. (Also commonly referred to as a "Change Order".)

1.1.56 Surety: The person, firm, or corporation that executes as surety the Contractor's Performance Bond and Payment Bond, and must be a California admitted surety insurer as defined in the Code of Civil Procedure section 995.120.

1.1.57 Unit Price: The price published in the Construction Task Catalog® for a specific construction or construction related work task. Unit Prices are fixed for the duration of the Contract. Each Unit Price is comprised of the cost of all Labor, Equipment and Materials required to accomplish that specific Pre-priced task.

1.1.58 Work: All labor, materials, equipment, components, appliances, supervision, coordination, and services required by, or reasonably inferred from, the Contract Documents, that are necessary for the construction and completion of the Project. Work of this Contract will be set forth in the Detailed Scope of Work referenced in the individual Job Orders. The Contractor is required to complete each Detailed Scope of Work for the Job Order Sum within the Job Order Completion Time.

1.2 The Work

This Job Order Contract (JOC) is an indefinite quantity contract pursuant to which the Contractor will perform a variety of projects, consisting of specific construction tasks, which may occur at different locations. The scope of the General Construction JOC Contract is for general construction, repair, remodel, ADA upgrades and other repetitive related work to be performed for the County of Alameda. The County has published a Construction Task Catalog (CTC) containing a series of construction tasks with preset Unit Prices. The CTC was developed using experienced labor and high quality materials. All Unit Prices are based on local labor, material and equipment prices including the current prevailing wages. The Contractor will bid Adjustment Factors to be applied to the Unit Prices. The price of an individual project will be determined by multiplying the preset Unit Prices and the appropriate quantities by the appropriate Adjustment Factor.

1.2.1 The scope of Work for this Contract will be determined by the Detailed Scope of Work issued in connection with individual Job Orders. The scope of work, for each project will be explained to the Contractor at a Joint Scope Meeting. The County

will provide a Request for Job Order Proposal and Detailed Scope of Work to the Contractor. The Contractor will be required to review the Detailed Scope of Work and develop a Price Proposal using appropriate tasks, quantities and the applicable Adjustment Factor(s). The County will review the Contractor's Proposal in detail and, if found to be reasonable and acceptable, a Job Order may be issued. The agreed upon price will be the fixed price for the performance of the Detailed Scope of Work.

1.3 Laws Concerning The Contract

Contract is subject to all provisions of the Constitution and laws of California governing, controlling, or affecting County, or the property, funds, operations, or powers of County, and such provisions are by this reference made a part hereof. Any provision required by law to be included in this Contract shall be deemed to be inserted.

1.4 No Oral Agreements

No oral agreement or conversation with any officer, agent, or employee of County, either before or after execution of Contract or individual Job Orders, shall affect or modify any of the terms or obligations contained in any of the documents comprising the Contract or Job Order.

1.5 No Assignment

Contractor shall not assign this Contract or any Job Order or any part thereof including, without limitation, any services or money to become due hereunder without the prior written consent of the County. Assignment without County's prior written consent shall be null and void. Any assignment of money due or to be come due under this Contract shall be subject to a prior lien for services rendered or material supplied for performance of work called for under this Contract in favor of all persons, firms, or corporations rendering services or supplying material to the extent that claims are filed pursuant to the Civil Code, Code of Civil Procedure, Government Code, Labor Code, and/or Public Contract Code, and shall also be subject to deductions for liquidated damages or withholding of payments as determined by County in accordance with this Contract. Contractor shall not assign or transfer in any manner to a Subcontractor or supplier the right to prosecute or maintain an action against the County.

1.6 Notice And Service Thereof

1.6.1 Any notice from one party to the other or otherwise under Contract shall be in writing and shall be dated and signed by the party giving notice or by a duly

authorized representative of that party. Any notice shall not be effective for any purpose whatsoever unless served in one of the following manners

1.6.2 If notice is given by personal delivery thereof, it shall be considered delivered on the day of delivery.

1.6.2.1 If notice is given by overnight delivery service, it shall be considered delivered on (1) day after date deposited, as indicated by the delivery service.

1.6.2.2 If notice is given by depositing same in United States mail, enclosed in a sealed envelope, it shall be considered delivered three (3) days after date deposited, as indicated by the postmarked date.

1.6.2.3 If notice is given by registered or certified mail with postage prepaid, return receipt requested, it shall be considered delivered on the day the notice is signed for.

1.7 No Waiver

The failure of County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion. No action or failure to act by the County, Architect, or Construction Manager shall constitute a waiver of any right or duty afforded the County under the Contract, nor shall any action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

1.8 Substitutions For Specified Items

See Special Conditions. Document 00 73 13

1.9 Materials and Work

1.9.1 Except as otherwise specifically stated in this Contract or in an applicable Job Order, Contractor shall provide and pay for all materials, labor, tools, equipment, transportation, supervision, temporary constructions of every nature, and all other services, management, and facilities of every nature whatsoever necessary to execute and complete this Contract and associated Job Orders within the Job Order Time(s).

1.9.2 Unless otherwise specified, all materials shall be new and the best of their respective kinds and grades as noted or specified, and workmanship shall be of good quality.

1.9.3 Materials shall be furnished in ample quantities and at such times as to insure uninterrupted progress of Work and shall be stored properly and protected as required.

1.9.4 For all materials and equipment specified or indicated in the Drawings and/or Detailed Scope of Work, the Contractor shall provide all labor, materials,

equipment, and services necessary for complete assemblies and complete working systems, functioning as intended. Incidental items not indicated on Drawings, nor mentioned in the Specifications, that can legitimately and reasonably be inferred to belong to the Work described, or be necessary in good practice to provide a complete assembly or system, shall be furnished as though itemized here in every detail. In all instances, material and equipment shall be installed in strict accordance with each manufacturer's most recent published recommendations and specifications.

1.9.5 Contractor shall, after issuance of each Job Order Notice To Proceed by County and after relevant submittals have been approved, place orders for materials and/or equipment as specified so that delivery of same may be made without delays to the Work. Contractor shall, upon demand from County, present documentary evidence showing that orders have been placed.

1.9.6 County reserves the right but has no obligation, for any neglect in complying with the above instructions, to place orders for such materials and/or equipment as it may deem advisable in order that the Work may be completed at the date specified in each Job Order, and all expenses incidental to the procuring of said materials and/or equipment shall be paid for by Contractor or withheld from payment(s) to Contractor.

1.9.7 Contractor warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon completion of all Work to deliver the Site to County, together with all improvements and appurtenances constructed or placed thereon by it, and free from any claims, liens, or charges. Contractor further agrees that neither it nor any person, firm, or corporation furnishing any materials or labor for any work covered by the Contract shall have any right to lien any portion of the Premises or any improvement or appurtenance thereon, except that Contractor may install metering devices or other equipment of utility companies or of political subdivision, title to which is commonly retained by utility company or political subdivision. In the event of installation of any such metering device or equipment, Contractor shall advise County as to owner thereof.

1.9.8 Nothing contained in this Article, however, shall defeat or impair the rights of persons furnishing materials or labor under any bond given by Contractor for their protection or any rights under any law permitting such protection or any rights under any law permitting such persons to look to funds due Contractor in the hands of County (e.g., Stop Notices), and this provision shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing material for work when no formal contract is entered into for such material.

1.9.9 Title to new materials and/or equipment for the Work of this Contract and attendant liability for its protection and safety shall remain with Contractor until incorporated in the Work of this Contract and accepted by County. No part of any materials and/or equipment shall be removed from its place of storage except for immediate installation in the Work of this Contract. Contractor shall keep an accurate

inventory of all materials and/or equipment in a manner satisfactory to County or its authorized representative and shall, at the County's request, forward it to the County.

2. COUNTY

2.1 Occupancy

County reserves the right to occupy portions of any Project at any time before completion. Neither the County's Final Acceptance, the making of Final Payment, any provision in Contract Documents, nor the use or occupancy of the Work, in whole or in part, by County shall constitute acceptance of Work not in accordance with the Contract Documents nor relieve the Contractor or the Contractor's Performance Bond Surety from liability with respect to any warranties or responsibility for faulty or defective Work or materials, equipment and workmanship incorporated therein.

3. ARCHITECT

3.1 Role and Authority

The County reserves the right to utilize an Architect at any time during the duration of this Contract. If utilized, the Architect will be determined and identified on a Job Order by Job Order basis and shall represent County during the Project and will observe the progress and quality of the Work on behalf of County. Architect shall have the authority to act on behalf of County to the extent expressly provided in the Contract Documents and to the extent determined by County. Architect shall have authority to reject materials, workmanship, and/or the Work whenever rejection may be necessary, in Architect's reasonable opinion, to insure the proper execution of the Contract.

3.2 Interpretations

Architect shall, with County and on behalf of County, determine the amount, quality, acceptability, and fitness of all parts of the Work, and interpret the Detailed Scope of Work, Specifications, Drawings, and shall, with County, interpret all other Contract Documents.

3.3 Laws

Architect shall have all authority and responsibility established by law, including Title 24 of the California Code of Regulations.

3.4 Communications

Contractor shall provide County and the Construction Manager with a copy of all written communication between Contractor and Architect at the same time as that communication is made to Architect, including, without limitation, all RFIs, correspondence, submittals, claims, and proposed Change or Supplemental Job Orders.

4. CONSTRUCTION MANAGER

4.1 Role and Authority

If a construction manager is used on a Job Order ("Construction Manager" or "CM"), the Construction Manager will provide administration of the Contract on the County's behalf. After execution of the Job Order Notice to Proceed, all correspondence and/or instructions from Contractor and/or County shall be forwarded through the Construction Manager. The Construction Manager will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences, or procedures or for safety precautions in connection with the Work, which shall all remain the Contractor's responsibility.

4.2 Authority to Reject

The Construction Manager, however, will have authority to reject materials and/or workmanship not conforming to the Contract Documents, as determined by the County and/or the Architect. The Construction Manager shall also have the authority to require special inspection or testing of any portion of the Work, whether it has been fabricated, installed, or fully completed. Any decision made by the Construction Manager, in good faith, shall not give rise to any duty or responsibility of the Construction Manager to the Contractor, any Subcontractor, their agents, employees, or other persons performing any of the Work. The Construction Manager shall have free access to any or all parts of Work at any time.

4.3 If No Construction Manager

If the County does not use a Construction Manager on a Job Order, all references to Construction Manager or CM shall be read as County**.**

5. INSPECTIONS AND TESTS

5.1 Tests and Inspections

5.1.1 The County will select an independent testing laboratory to conduct tests. Selection of the materials required to be tested shall be by the laboratory or the County's representative and not by the Contractor. The Contractor shall notify the County's representative a sufficient time in advance of its readiness for required observation or inspection.

5.1.2 The Contractor shall notify the County's representative a sufficient time in advance of the manufacture of material to be supplied under the Contract Documents that must by terms of the Contract Documents be tested, in order that the County may arrange for the testing of same at the source of supply. This notice shall be, at a minimum, seventy-two (72) hours prior to the manufacture of the material that needs to be tested.

5.1.3 Any material shipped by the Contractor from the source of supply prior to having satisfactorily passed such testing and inspection or prior to the receipt of notice

from said representative that such testing and inspection will not be required, shall not be incorporated into and/or onto the Project.

5.1.4 The County will select and pay testing laboratory costs for all tests and inspections. Costs of tests of any materials found to be not in compliance with the Contract Documents shall be paid for by the County and reimbursed by the Contractor or deducted from the Job Order Price.

5.2 Costs for After Hours and/or Off Site Inspections

If the Contractor performs Work outside the County's regular working hours or requests the County to perform inspections off Site, costs of any inspections required outside regular working hours or off Site shall be borne by the Contractor and may be invoiced to the Contractor by the County or the County may deduct those expenses from the next Progress Payment.

6. CONTRACTOR

Contractor shall construct the Work for the Job Order Price(s) including any adjustment(s) to the Job Order Price(s) pursuant to provisions herein regarding changes to the Job Order Price(s). Except as otherwise noted, Contractor shall provide and pay for all labor, materials, equipment, permits, fees, licenses, facilities, transportation, taxes, and services necessary for the proper execution and completion of the Work, except as indicated herein.

6.1 Status of Contractor

6.1.1 Contractor is and shall at all times be deemed to be an independent contractor and shall be wholly responsible for the manner in which it and its Subcontractors perform the services required of it by the Contract Documents. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the County, or any of the County's employees or agents, and Contractor or any of Contractor's Subcontractors, agents or employees. Contractor assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. Contractor, its agents, its employees and its Subcontractors shall not be entitled to any rights or privileges of County employees. County shall be permitted to monitor the Contractor's activities to determine compliance with the terms of this Contract.

6.1.2 As required by law, Contractor and all Subcontractors shall be properly licensed and regulated by the Contractor's State License Board, 3132 Bradshaw Road, Post Office Box 2600, Sacramento, California 98826, http://www.cslb.ca.gov.

6.2 Contractor's Supervision

At all times during progress of the Work, while any work is being performed, Contractor shall keep on the Premises, and at all other locations where any Work related to the Contract is being performed, a competent project manager and construction superintendent who are employees

of the Contractor, to whom the County does not object and at least one of whom shall be fluent in English, written and verbal.

6.2.1 The project manager and construction superintendent shall both speak fluently the predominant language of the Contractor's employees. All workers shall be sufficiently competent in English to respond to inquiries and instructions and give directions concerning matters of safety and concerning the identification and location of site foremen, the Contractor's construction superintendent and the Contractor's project manager.

6.2.2 Before commencing the Work herein, Contractor shall give written notice to County of the name and relevant credentials of its project manager and construction superintendent. Neither the Contractor's project manager nor construction superintendent shall be changed except with prior written notice to County and County's approval, unless the Contractor's project manager and/or construction superintendent proves to be unsatisfactory to Contractor, County, any of the County's employees, agents, the Construction Manager, or the Architect, in which case, Contractor shall notify County in writing. The Contractor's project manager and construction superintendent shall each represent Contractor, and all directions given to Contractor's project manager and/or construction superintendent shall be as binding as if given to Contractor.

6.2.3 Contractor shall give efficient supervision to Work, using its best skill and attention. Contractor shall carefully study and compare all Contract Documents, Job Orders, Detailed Scopes of Work, Drawings, Specifications, and other instructions and shall at once report to County, Construction Manager, and Architect any error, inconsistency, or omission that Contractor or its employees and Subcontractors may discover, in writing. The Contractor shall have responsibility for discovery of errors, inconsistencies, or omissions.

6.3 Duty to Provide Fit Workers

Contractor and Subcontractor(s) shall at all times enforce strict discipline and good order among their employees and shall not employ or work any unfit person or anyone not skilled in work assigned to that person. It shall be the responsibility of Contractor to ensure compliance with this requirement. County may require Contractor to permanently remove unfit persons from Project Sit

6.3.1 Any person in the employ of Contractor or Subcontractor(s) whom County may deem incompetent or unfit shall be excluded from working on the Project and shall not again be employed on the Project except with the prior written consent of County.

6.3.2 The Contractor shall furnish labor that can work in harmony with all other elements of labor employed or to be employed in the Work.

6.3.3 If Contractor intends to make any change in the name or legal nature of the Contractor's entity, Contractor must first notify the County. The County shall

determine if Contractor's intended change is permissible while performing this Contract.

6.4 Purchase of Materials and Equipment

The Contractor is required to order, obtain, and store materials and equipment sufficiently in advance of its Work at no additional cost or advance payment from County to assure that there will be no delays.

6.5 Documents On Work Site

6.5.1 Contractor shall at all times keep on the Work Site, or such other location as County may authorize in writing one legible copy of all Contract Documents, including Addenda Job Orders, and Supplemental Job Orders, and titles 19 and 24 of the California Code of Regulations, the specified edition(s) of the Uniform Building Code, all approved Job Orders, Detailed Scopes of Work, Drawings, Plans, Schedules, and Specifications, and all codes and documents referred to in the Specifications, and made part thereof. These documents shall be kept in good order and available to County, Construction Manager, Architect, Architect's representatives, and all authorities having jurisdiction. Contractor shall be acquainted with and comply with the provisions of these titles as they relate to this Project. Contractor shall also be acquainted with and comply with all California Code of Regulations provisions relating to conditions on this Project. Contractor shall coordinate with Architect and Construction Manager.

6.5.2 Daily Job Reports. Contractor shall maintain, at a minimum, at least one (1) set of Daily Job Reports on the Project. These must be prepared by the Contractor's employee(s) who are present on Site, and must include, at a minimum, the following information:

6.5.2.1 A brief description of all Work performed on that day. This shall include a listing of what was done, which contractors were on site that day, and where on the site the work was performed.

6.5.2.2 A brief description of all Work performed on that day. This shall include a listing of what was done, which contractors were on site that day, and where on the site the work was performed.

6.5.2.3 The weather conditions on that day.

6.5.2.4 A list of all Subcontractor(s) working on that day,

6.5.2.5 A list of each Contractor employee working on that day and the total hours worked for each employee.

6.5.2.6 A complete list of all equipment on Site that day, whether in use or not.

6.5.2.7 All complete list of all materials, supplies, and equipment delivered on that day.

6.5.2.8 A complete list of all inspections and tests performed on that day.

6.5.2.9 Each day Contractor shall provide a copy of the previous day's Daily Job Report to the County or the County's Construction Manager.

6.6 Preservation of Records

The County shall have the right to examine and audit all Daily Job Reports or other Project records of Contractor's project manager(s), project superintendent(s), and/or project foreperson(s), all certified payroll records and/or related documents including, without limitation, payroll, payment, timekeeping and tracking documents; all books, estimates, records, contracts, documents, bid documents, bid cost data, subcontract job cost reports, and other data of the Contractor, any Subcontractor, and/or supplier, including computations and projections related to bidding, negotiating, pricing, or performing the Work or Contract modification, in order to evaluate the accuracy, completeness, and currency of the cost, manpower, coordination, supervision, or pricing data at no additional cost to the County. These documents may be duplicative and/or be in addition to any Bid Documents held in escrow by the County. The Contractor shall make available at its office at all reasonable times the materials described in this paragraph for the examination, audit, or reproduction until three (3) years after final payment under this Contract. Notwithstanding the provisions above, Contractor shall provide any records requested by any governmental agency, if available, after the time set forth above.

6.7 Integration of Work

6.7.1 Contractor shall do all cutting, fitting, patching, and preparation of Work as required to make its several parts come together properly, to fit it to receive or be received by work of other contractors, and to coordinate tolerances to various pieces of work, showing upon, or reasonably implied by, the Drawings and Specifications for

the completed structure, and shall conform them as County and/or Architect may direct.

6.7.2 All cost caused by defective or ill-timed Work shall be borne by Contractor, inclusive of repair work.

6.7.3 Contractor shall not endanger any work performed by it or anyone else by cutting, excavating, or otherwise altering work and shall not cut or alter work of any other contractor except with consent of County.

6.8 Obtaining of Permits and Licenses

Contractor shall secure and pay for all permits, licenses, and certificates necessary for prosecution of Work before the date of the commencement of the Work or before the permits, licenses, and certificates are legally required to continue the Work without interruption. The Contractor shall obtain and pay, only when legally required, for all licenses, permits, inspections, and inspection certificates required to be obtained from or issued by any authority having jurisdiction over any part of the Work included in the Contract. All final permits, licenses, and certificates shall be delivered to County before demand is made for final payment.

6.9 Work to Comply With Applicable Laws and Regulations

6.9.1 Contractor shall give all notices and comply with the following specific laws, ordinances, rules, and regulations and all other applicable laws, ordinances, rules, and regulations bearing on conduct of Work as indicated and specified, including but not limited to the appropriate statutes and administrative code sections. If Contractor observes that Detailed Scopes of Work, Drawings and Specifications are at variance therewith, or should Contractor become aware of the development of conditions not covered by Contract Documents that will result in finished Work being at variance therewith, Contractor shall promptly notify County in writing,

including by e-mail, and any changes deemed necessary by County shall be made as provided in Contract for changes in Work.

6.9.1.1 National Electrical Safety Code, U. S. Department of Commerce

6.9.1.2 National Board of Fire Underwriters' Regulations

6.9.1.3 Uniform Building Code, latest addition, and the California Code of Regulations, title 24, including amendments

6.9.1.4 Manual of Accident Prevention in Construction, latest edition, published by A.G.C. of America

6.9.1.5 Industrial Accident Commission's Safety Orders, State of California

6.9.1.6 Regulations of the State Fire Marshall (title 19, California Code of Regulations) and Pertinent Local Fire Safety Codes

6.9.1.7 Americans with Disabilities Act

6.9.1.8 Government Code of the State of California

6.9.1.9 Labor Code of the State of California, division 2, part 7, Public Works and Public Agencies

6.9.1.10 Public Contract Code of the State of California

6.9.1.11 California Art Preservation Act

6.9.1.12 U. S. Copyright Act

6.9.1.13 U.S. Visual Artists Rights Act

6.9.2 Contractor shall comply with all applicable mitigation measures, if any, adopted by any public agency with respect to this Project pursuant to the California Environmental Quality Act (Public Resources Code section 21000 et. Seq.)

6.9.3 If Contractor performs any Work that it knew, or through exercise of reasonable care should have known, to be contrary to any applicable laws, ordinance, rules, or regulations, Contractor shall bear all costs arising therefrom.

6.9.4 Where Specifications or Drawings state that materials, processes, or procedures must be approved by the State Fire Marshall, or other body or agency, Contractor shall be responsible for satisfying requirements of such bodies or agencies.

6.10 Safety/Protection of Persons and Property

6.10.1 The Contractor will be solely and completely responsible for conditions of the Work Site, including safety of all persons and property during performance of the Work.

This requirement will apply continuously and not be limited to normal working hours.

6.10.2 The wearing of hard hats will be mandatory at all times for all personnel on Site. Contractor shall supply sufficient hard hats to properly equip all employees and visitors.

6.10.3 Any construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's safety measures in, on, or near the Work Site.

6.10.4 Implementation and maintenance of safety programs shall be the sole responsibility of the Contractor.

6.10.5 The Contractor shall furnish to the County a copy of the Contractor's safety plan on each Job Order with the Final Job Order Proposal which shall be specifically adapted for each Project.

6.10.6 Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of this Contract and shall take all necessary measures and be responsible for the proper care and completion and final acceptance by County. All Work shall be solely at Contractor's risk with the exception of damage to the Work caused by "acts of God" as defined in Public Contract Code section 7105.

6.10.7 Contractor shall take, and require Subcontractors to take, all necessary precautions for safety of workers on the Project and shall comply with all applicable federal, state, local, and other safety laws, standards, orders, rules, regulations, and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where Work is being performed and to provide a safe and healthful place of employment. Contractor shall furnish, erect, and properly maintain at all times, all necessary safety devices, safeguards, construction canopies, signs, nets, barriers, lights, and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction.

6.10.8 Hazards Control – Contractor shall store volatile wastes in covered metal containers and remove them from the Site daily. Contractor shall prevent accumulation of wastes that create hazardous conditions. Contractor shall provide adequate ventilation during use of volatile or noxious substances.

6.10.9 Contractor shall designate a responsible member of its organization on the Project, whose duty shall be to post information regarding protection and obligations of workers and other notices required under occupational safety and health laws, to comply with reporting and other occupational safety requirements, and to protect

the life, safety, and health of workers. Name and position of person so designated shall be reported to County by Contractor.

6.10.10 Contractor shall correct any violations of safety laws, rules, orders, standards, or regulations. Upon the issuance of a citation or notice of violation by the Division of Occupational Safety and Health, Contractor shall correct such violation promptly.

6.10.11 Contractor shall comply with any County storm water requirements that are approved by the County and applicable to the Project, at no additional cost to the County.

6.10.12 In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization, shall act, at its discretion, to prevent such threatened loss or injury. Any compensation claimed by Contractor on account of emergency work shall be determined by agreement.

6.10.13 All connections to public utilities and/or existing on-site services shall be made and maintained in such a manner as to not interfere with the continuing use of same by the County during the entire progress of the Work.

6.10.14 Contractor shall provide such heat, covering, and enclosures as are necessary to protect all Work, materials, equipment, appliances, and tools against damage by weather conditions, such as extreme heat, cold, rain, snow, dry winds, flooding, or dampness.

6.10.15 The Contractor shall protect and preserve the Work from all damage or accident, providing any temporary roofs, window and door coverings, boxing, or other construction. The Contractor shall be responsible for existing structures, walks, roads, trees, landscaping, and/or improvements in working areas; and shall provide adequate protection therefor. If temporary removal is necessary of any of the above items, or damage occurs due to the Work, the Contractor shall replace same at his expense with same kind, quality, and size of Work or item damaged. This shall include any adjoining property of the County and others.

6.10.16 Contractor shall take adequate precautions to protect existing roads, sidewalks, curbs, pavements, utilities, adjoining property, and structures (including, without limitation, protection from settlement or loss of lateral support), and to avoid damage thereto, and repair any damage thereto caused by construction operations.

6.10.17 Contractor shall confine apparatus, the storage of materials, and the operations of workers to limits indicated by law, ordinances, permits, or directions of Architect, and shall not interfere with the Work or unreasonably encumber Premises or overload any structure with materials. Contractor shall enforce all instructions of County and Architect regarding signs, advertising, fires, and smoking, and require that all workers comply with all regulations while on Project Site.

6.10.18 Contractor, Contractor's employees, Subcontractors, Subcontractors' employees, or any person associated with the Work shall conduct themselves in a manner appropriate for a public site. No verbal or physical contact with the public,

neighbors, or tenants, or profanity, or inappropriate attire or behavior will be permitted. County may require Contractor to permanently remove non-complying persons from Project Site.

6.10.19 Contractor shall take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed, Contractor shall have a civil engineer, registered as a professional engineer in California, replace them at no cost to County.

6.10.20 In the event that the Contractor enters into any agreement with owners of any adjacent property to enter upon the adjacent property for the purpose of performing the Work, Contractor shall fully indemnify, defend, and hold harmless each person, entity, firm, or agency that owns or has any interest in adjacent property. The form and content of the agreement of indemnification shall be approved by the County prior to the commencement of any Work on or about the adjacent property. The Contractor shall also indemnify the County as provided in the indemnification provision herein. These provisions shall be in addition to any other requirements of the owners of the adjacent property.

6.11 Working Evenings and Weekends

Contractor may be required to work evenings and/or weekends at no additional cost to the County. Contractor shall give the County seventy-two (72) hours notice prior to performing any evening and/or weekend work. Contractor shall perform all evening and/or weekend work only upon County's approval and in compliance with all applicable rules, regulations, laws, and local ordinances including, without limitation, all noise and light limitations. Contractor shall reimburse the County for any expenses necessitated by the Contractor's evening and/or weekend work.

6.12 Badge Policy For Contractors

All Contractors doing work for Alameda County will provide their workers with identification badges. These badges will be worn by all members of the Contractor's staff who are working in a County facility.

6.12.1 Badges must be filled out in full and contain the following information:

6.12.1.1 Name of Contractor and Contractor's Company logo, if any

6.12.1.2 Name and front facial photograph of Employee

6.12.1.3 Contractor's address and phone number

6.12.1.4

6.12.2 Badges are to be worn when the Contractor or his/her employees are on site and must be visible at all times. Contractors must inform their employees that they are

required to allow County employees to review the information on the badges upon request

6.12.3 Failure to display identification badges as required by this policy may result in the assessment of fines against the Contractor.

6.13 County Drug Policy - Drug Free Work Place

6.13.1 Contractor, Contractor's employees, and Contractor's Subcontractors and their employee's shall comply with the County's policy of maintaining a drug-free work place. Neither Contractor/Subcontractor nor Contractor's/Subcontractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code Section 812, including marijuana, heroin, cocaine and amphetamines, at any County facility or work site. If Contractor or any employee of contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five (5) calendar days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this contract.

6.14 Cleaning Up

6.14.1 The Contractor shall provide all services, labor, materials, and equipment necessary for protecting the Work, all Project occupants, furnishings, equipment, and building structure from damage until its completion and final acceptance by County. Dust barriers shall be provided to isolate dust and dirt from construction operations. At completion of the Work and portions thereof, Contractor shall clean to the original state any areas beyond the Work area that become dust laden as a result of the Work. The Contractor must erect the necessary warning signs and barricades to ensure the safety of all Project occupants. The Contractor at all times must maintain good housekeeping practices to reduce the risk of fire damage and must make a fire extinguisher, fire blanket, and/or fire watch, as applicable, available at each location where cutting, braising, soldering, and/or welding is being performed and locations where there is an increased risk of fire.

6.14.2 Contractor at all times shall keep Premises free from debris such as waste, rubbish, and excess materials and equipment caused by the Work. Contractor shall not leave debris under, in, or about the Premises, but shall promptly remove same from the Premises on a daily basis. If Contractor fails to clean up, County may do so and the cost thereof shall be charged to Contractor. If Contract is for work on an existing facility, Contractor shall also perform specific clean-up on or about the Premises upon request by the County as it deems necessary for the

continuing use of the facility. Contractor shall comply with all related provisions of the Specifications.

6.14.3 If the Construction Manager, Architect, or County observes the accumulation of trash and debris, the County will give the Contractor a 24-hour written notice to mitigate the condition.

6.14.4 Should the Contractor fail to perform the required clean-up, or should the clean-up be deemed unsatisfactory by the County, the County will then perform the clean-up. All cost associated with the clean-up work (including all travel, payroll burden, and costs for supervision) will be deducted from the Job Order Price, or County may withhold those amounts from payment(s) to Contractor.

7. SUBCONTRACTORS

7.1 Contractor Shall Provide Subcontractor Information

Contractor shall provide the County with information for all Subcontracts as indicated in the Contractor's Submittals and Schedules Section herein.

7.2 No Contractual Relationship Between County and Subcontractors

No contractual relationship exists between the County and any Subcontractor, supplier, or sub-subcontractor supplier, or sub-subcontractor by reason of this Contract.

7.3 Contractor Binds Every Subcontractor by Terms of Contract

Contractor agrees to bind every Subcontractor by terms of Contract as far as those terms are applicable to Subcontractor's work If Contractor shall subcontract any part of this Contract, Contractor shall be as fully responsible to County for acts and omissions of any Subcontractor and of persons either directly or indirectly employed by any Subcontractor, as it is for acts and omissions of persons directly employed by Contractor. The divisions or sections of the Specifications are not intended to control the Contractor in dividing the Work among Subcontractors or limit the work performed by any trade.

7.4 No Waiver of Obligations

County's consent to, or approval of, or failure to object to, any Subcontractor under this Contract shall not in any way relieve Contractor of any obligations under this Contract and no such consent shall be deemed to waive any provisions of this Contract.

7.5 Contractor to Familiarize Itself with Laws

Contractor is directed to familiarize itself with sections 4100 through 4114 of the Public Contract Code of the State of California, as regards subletting and subcontracting, and to comply with all applicable requirements therein. In addition, Contractor is directed to familiarize itself with sections 1720 through 1861 of the Labor Code of the State of California, as regards the payment of prevailing wages and related issues, and to comply with all applicable requirements therein al including, without limitation, section 1775 and the Contractor's and Subcontractors'

obligations and liability for violations of prevailing wage law and other applicable laws…

7.6 Subcontractor Substitutions

No Contractor whose Job Order Proposal is accepted shall, without consent of the awarding authority and in full compliance with section 4100, et seq, of the Public Contract Code, including, without limitation, sections 4107, 4107.5, and 4109 of the Public Contract Code, either:

7.6.1 Substitute any person as a Subcontractor in place of the Subcontractor designated in the original Job Order Proposal for each Job Order; or

7.6.2 Permit any Subcontract to be assigned or transferred, or allow any portion of the Work to be performed by anyone other than the original Subcontractor listed in the Job Order Proposal; or:

7.6.3 Sublet or subcontract any portion of the Work in excess of one-half of one percent (1/2 of 1%) of the Contractor's total bid as to which his original Job Order Proposal did not designate a Subcontractor.

7.7 Subcontractor Coordination

The Contractor shall be responsible for the coordination of the trades, Subcontractors, sub-subcontractors, and material or equipment suppliers working on the Project.

7.8 Subcontractor Relations

Contractor is solely responsible for settling any differences between the Contractor and its Subcontractor(s) or between Subcontractors.

7.9 Assignment or Termination

Contractor must include in all of its subcontracts the assignment provisions as indicated in the Termination section of these General Conditions.

8. OTHER CONTRACTS/CONTRACTORS

8.1 County Right to Perform

County reserves the right to let other contracts, and/or to perform work with its own forces, in connection with the Project. Contractor shall afford County and other contractors' reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly coordinate and connect Contractor's Work with the work of County and other contractors.

8.2 Protection of Work

In addition to Contractor's obligation to protect its own Work, Contractor shall protect the work of County and any other contractor that Contractor encounters while working on the Project.

8.3 Coordination with Other Work

If any part of Contractor's Work depends for proper execution or results upon work of County or

any other contractor, the Contractor shall inspect and promptly report to the County in writing, including by e-mail, before proceeding with its Work any defects in County's or any other contractor's work that render Contractor's Work unsuitable for proper execution and results. Contractor shall be held accountable for damages to County for County's or any other contractor's work that Contractor failed to inspect or should have inspected. Contractor's failure to inspect and report shall constitute Contractor's acceptance of all County's or other contractor's work as fit and proper for reception of Contractor's Work, except as to defects that may develop in County's or other contractor's work after execution of Contractor's Work.

8.4 Measurement of Work Performed

To ensure proper execution of its subsequent work, Contractor shall measure and inspect work already in place and shall at once report to the County in writing, including by e-mail, any discrepancy between that executed work and the Contract Documents.

8.5 Knowledge of Other Work

Contractor shall ascertain to its own satisfaction the scope of the Project and nature of any County-performed work or other contracts that have been or may be awarded by County in prosecution of the Project to the end that Contractor may perform this Contract in light of the other contracts, if any.

8.6 No Exclusive Occupancy of Site

Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy of the Site, the Premises, or of the Project. Contractor shall not cause any unnecessary hindrance or delay to the use and/or operation(s) of the Premises and/or to County or any other contractor working on the Project. If simultaneous execution of any contract or operation is likely to cause interference with performance of Contractor's Contract, Contractor shall coordinate with those contractor(s), person(s), and/or entity(s) and shall notify the County of the resolution.

9. DRAWINGS AND SPECIFICATIONS

9.1 List of all Drawings

A complete list of all Drawings that form a part of the Job Order is to be found as part of the Detailed Scope of Work, and/or may be provided to the Contractor and/or in the Job Order Package.

9.2 Technical and Trade Words

Materials or Work described in words that so applied have a well-known technical or trade meaning shall be deemed to refer to recognized standards, unless noted otherwise.

9.3 Trade Name or Trade Term

It is not the intention of this Contract to go into detailed descriptions of any materials and/or methods commonly known to the trade under "trade name" or "trade term." The mere mention or notation of "trade name" or "trade term" shall be considered a sufficient notice to Contractor

that it will be required to complete the work so named, complete, finished, and operable, with all its appurtenances, according to the best practices of the trade.

9.4 The Naming of any Material and/or Equipment Shall Mean Furnishing

The naming of any material and/or equipment shall mean furnishing and installing of same, including all incidental and accessory items thereto and/or labor therefore, as per best practices of the trade(s) involved, unless specifically noted otherwise.

9.5 Contract Documents are Complementary

Contract Documents are complementary, and what is called for by one shall be binding as if called for by all. As such, Drawings and Specifications are intended to be fully cooperative and to agree. However, if Contractor observes that Drawings and Specifications are in conflict, Contractor shall promptly notify County and Architect in writing, including by e-mail, and any necessary changes shall be made as provided in the Contract Documents.

9.6 Drawings and Specifications are Intended to Comply With All Laws

Drawings and Specifications are intended to comply with all laws ordinances, rules, and regulations of constituted authorities having jurisdiction, and where referred to in the Contract Documents, the laws, ordinances, rules, and regulations shall be considered as a part of the Contract within the limits specified. Contractor shall bear all expense of correcting work done contrary to said laws, ordinances, rules, and regulations.

9.7 Plans, Drawings, Designs, Specifications are County Property

All copies of Plans, Drawings, Designs, Specifications and copies of other incidental architectural and engineering work, or copies of other Contract Documents furnished by County, are the property of County. They are not to be used by Contractor in other work and, with the exception of signed sets of Contract Documents, are to be returned to County on request at completion of Work, or may be used by County as it may require without any additional costs to County. Neither the Contractor nor any Subcontractor, or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications, and other documents prepared by the Architect. County hereby grants the Contractor, Subcontractors, sub-subcontractors, and material or equipment suppliers a limited license to use applicable portions of the Drawings prepared for the Project in the execution of their Work under the Contract Documents.

9.8 Order of Precedence

In the case of discrepancy or ambiguity in the Contract Documents the order of precedence in the Agreement shall prevail.

9.9 Resolution of Discrepancy or Ambiguity

However, in the case of discrepancy or ambiguity solely between and among the Drawings and Specifications, the discrepancy or ambiguity shall be resolved in favor of the interpretation that

will provide County with the functionally complete and operable Project described in the Drawings and Specifications.

9.10 County Clarification

In case of ambiguity, conflict, or lack of information, County will furnish clarifications with reasonable promptness. Should any clarification, in the opinion of Contractor, cause an increase in the Job Order Price, Contractor may request a change in the Job Order Price and/or Contract. Within seven (7) days after receipt of the interpretation or request, Contractor to submit to the Construction Manager a detailed description of the contract requirements that were exceeded and the resulting change in cost.

10. CONTRACTOR'S SUBMITTALS AND SCHEDULES

Refer to Section 01 33 00 "Submittal Requirements." Contractor's submittals shall comply with the provisions and requirements of the Specifications.

10.1 Schedule of Work, Schedule of Submittals, and Schedule of Values

With each Final Job Order Proposal Package (unless otherwise specified in the Job Order) for each Job the Contractor shall prepare and submit to the County for review, in a form supported by sufficient data to substantiate its accuracy as the County may require:

10.1.1 Preliminary Schedule

A preliminary schedule of construction indicating the starting and completion dates of the various stages of the Work, including any information and following any form as may be specified in the Specifications. Once approved by County, this shall become the Construction Schedule. This schedule shall include and identify all tasks that are on the Project's critical path with a specific determination of the start and completion of each critical path task as well as all contract milestones and each milestone's completion date(s) as may be required by the County.

10.1.2 Preliminary Schedule of Submittals

A preliminary schedule of submittals, including Shop Drawings, Product Data, and Samples submittals. Once approved by County, this shall become the Submittal Schedule. All submittals shall be forwarded to the County by the date indicated on the approved Submittal Schedule, unless an earlier date is necessary to maintain the Construction Schedule, in which case those submittals shall be forwarded to the County so as not to delay the Construction Schedule.

10.1.3 Safety Plan

Contractor's Safety Plan specifically adapted for each Project. Contractor's Safety Plan shall comply with the following requirements:

10.1.3.1 All applicable requirements of California Division of Industrial Safety ("CalOSHA") and/or of the United States Occupational Safety and Health Administration ("OSHA").

10.1.3.2 All provisions regarding Project safety, including all applicable

provisions in these General Conditions.

10.1.3.3 Contractor's Safety Plan shall be in English and in the language(s) of the Contractor's and its Subcontractors' employees.

10.1.4 Complete Subcontractor List

The name, address, telephone number, facsimile number, California State Contractors License number, classification, and monetary value of all Subcontracts for parties furnishing labor, material, or equipment for completion of the Project

10.1.5 **General Requirements**

10.1.5.1 Contractor must provide all schedules both in hard copy and electronically, in a format (e.g., Microsoft Project or Primavera) approved in advance by the County.

10.1.5.2 The County will review the schedules submitted and the Contractor shall make changes and corrections in the schedules as requested by the County and resubmit the schedules until approved by the County.

10.1.5.3 The County shall have the right at any time to revise the schedule of values if, in the County's sole opinion, the schedule of values does not accurately reflect the value of the Work performed.

10.1.5.4 All submittals and schedules must be approved by the County before Contractor can rely on them as a basis for payment.

10.2 Monthly Progress Schedule(s)

10.2.1 Upon request by the County, Contractor shall provide Monthly Progress Schedule(s) to the County. A Monthly Progress Schedule shall update the approved Construction Schedule or the last Monthly Progress Schedule, showing all work completed and to be completed. The monthly Progress Schedule shall be sent within the timeframe requested by the County and shall be in a format acceptable to the County and contain a written narrative of the progress of work that month and any changes, delays, or events that may affect the work. The process for County approval of the Monthly Progress Schedule shall be the same as the process for approval of the Construction Schedule.

10.2.2 Contractor shall also submit Monthly Progress Schedule(s) with all payment applications.

10.3 Material Safety Data Sheets (MSDS)

Contractor is required to ensure Material Safety Data Sheets are available in a readily accessible place at the Work Site for any material requiring a Material Safety Data Sheet per the Federal "Hazard Communication" standard, or employees right to know law. The Contractor is also required to ensure proper labeling on substance brought onto the job site and that any person working with the material or within the general area of the material is informed of the

hazards of the substance and follows proper handling and protection procedures. Two additional copies of the Material Safety Data Sheets shall also be submitted directly to the County.

11. SITE ACCESS, CONDITIONS, AND REQUIREMENTS

11.1 Site Investigation

Before submitting a Job Order Proposal, Contractor shall make a careful investigation of the Site and thoroughly familiarize itself with the requirements of the Contract. By the act of submitting a bid for the Work included in this Contract, Contractor shall be deemed to have made a complete study and investigation, and to be familiar with and accepted the existing conditions of the Site.

11.2 Soils Investigation Report

When a soils investigation report obtained from test holes at Site is available, that report shall be available to the Contractor but shall not be a part of this Contract. Any information obtained from that report or any information given on Drawings as to subsurface soil condition or to elevations of existing grades or elevations of underlying rock is approximate only, is not guaranteed, does not form a part of this Contract, and Contractor may not rely thereon. By submitting its Job Order Proposal, Contractor acknowledges that it has made visual examination of Site and has made whatever tests Contractor deems appropriate to determine underground condition of soil.

11.2.1 Contractor agrees that no claim against County will be made by Contractor for damages and hereby waives any rights to damages if, during progress of Work, Contractor encounters subsurface or latent conditions at Site materially differing from those shown on Detailed Scope of Work, Drawings or indicated in Specifications, or for unknown conditions of an unusual nature that differ materially from those ordinarily encountered in the work of the character provided for in Plans and Specifications, except as indicated in the provisions of these General Conditions regarding trenches, trenching, and/or existing utility lines.

11.3 Access to Work

County and its representatives shall at all times have access to Work wherever it is in preparation or progress, including storage and fabrication. Contractor shall provide safe and proper facilities for such access so that County's representatives may perform their functions.

11.4 Layout and Field Engineering

All field engineering required for layout of this Work and establishing grades for earthwork operations shall be furnished by Contractor at its expense. This Work shall be done by a qualified, California-registered civil engineer approved in writing by County and Architect. Any required “Record” drawings of Site development shall be prepared by the approved civil engineer.

11.4.1 The Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility, and general character of the Site and for

having satisfied itself as to the conditions under which the Work is to be performed. County shall not be liable for any claim for allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site.

11.4.2 Contractor shall protect and preserve established benchmarks and monuments and shall make no changes in locations without the prior written approval of County. Contractor shall replace any benchmarks or monuments that are lost or destroyed subsequent to proper notification of County and with County's approval.

11.5 Utilities

Utilities shall be provided as indicated in the Job Orders.

11.6 Sanitary Facilities

Sanitary facilities shall be provided as indicated in the Job Orders**.**

11.7 Surveys

Contractor shall provide surveys done by a California-licensed civil engineer surveyor to determine locations of construction, grading, and site work as required to perform the Work.

11.8 Regional Notification Center

The Contractor, except in an emergency, shall contact the appropriate regional notification center at least two (2) days prior to commencing any excavation if the excavation will be conducted in an area or in a private easement that is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the County, and obtain an inquiry identification number from that notification center. No excavation shall be commenced and/or carried out by the Contractor unless an inquiry identification number has been assigned to the Contractor or any Subcontractor and the Contractor has given the County the identification number. Any damages arising from Contractor's failure to make appropriate notification shall be at the sole risk and expense of the Contractor. Any delays caused by failure to make appropriate notification shall be at the sole risk of the Contractor and shall not be considered for an extension of the Job Order time.

11.9 Existing Utility Lines

11.9.1 Pursuant to Government Code section 4215, County assumes the responsibility for removal, relocation, and protection of main or trunk utility lines and facilities located on the construction Site at the time of commencement of construction under this Contract with respect to any such utility facilities that are not identified in the Detailed Scopes of Work and Plans and Specifications. Contractor shall not be assessed for liquidated damages for delay in completion of the Project caused by failure of County or the owner of a utility to provide for removal or relocation of such utility facilities.

11.9.2 Locations of existing utilities provided by County shall not be considered exact, but approximate within reasonable margin and shall not relieve Contractor of responsibilities to exercise reasonable care nor costs of repair due to Contractor's

failure to do so. County shall compensate Contractor for the costs of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the Detailed Scopes of Work and Plans and Specifications with reasonable accuracy, and for equipment necessarily idle during such work.

11.9.3 No provision herein shall be construed to preclude assessment against Contractor for any other delays in completion of the Work. Nothing in this Article shall be deemed to require County to indicate the presence of existing service laterals, appurtenances, or other utility lines, within the exception of main or trunk utility lines. Whenever the presence of these utilities on the Site of the construction Project can be inferred from the presence of other visible facilities, such as buildings, meter junction boxes, on or adjacent to the Site of the construction.

11.9.4 If Contractor, while performing Work under this Contract, discovers utility facilities not identified by County in Contract Plans and Specifications, Contractor shall immediately notify the County and the utility in writing. The cost of repair for damage to above-mentioned visible facilities without prior written notification to the County shall be borne by the Contractor.

11.10 Notification

Contractor understands, acknowledges and agrees that the purpose for prompt notification to the County pursuant to these provisions is to allow the County to investigate the condition(s) so that the County shall have the opportunity to decide how the County desires to proceed as a result of the condition(s). Accordingly, failure of Contractor to promptly notify the County in writing, including by e-mail, pursuant to these provisions, shall constitute Contractor's waiver of any claim for damages or delay incurred as a result of the condition(s).

11.11 Hazardous Materials

Contractor shall comply with all provisions and requirements of the Contract Documents related to hazardous materials including, without limitation, Hazardous Materials Procedures and Requirements.

11.12 No Signs

Neither the Contractor nor any other person or entity shall display any signs not required by law or the Contract Documents at the Site, fences trailers, offices, or elsewhere on the Site without specific prior written approval of the County.

12. TRENCHES

12.1 Trenches Greater Than Five Feet

Pursuant to Labor Code section 6705, if the Job Order Price for a specific Project exceeds $25,000 and involves the excavation of any trench or trenches five (5) feet or more in depth, the Contractor shall, in advance of excavation, promptly submit to the County and/or a registered civil or structural engineer employed by the County or Architect, a detailed plan

showing the design of shoring for protection from the hazard of caving ground during the excavation of such trench or trenches.

12.2 Excavation Safety

If such plan varies from the Shoring System Standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer, but in no case shall such plan be less effective than that required by the Construction Safety Orders. No excavation of such trench or trenches shall be commenced until said plan has been accepted by the County or by the person to whom authority to accept has been delegated by the County.

12.3 No Tort Liability of County

Pursuant to Labor Code section 6705, nothing in this Article shall impose tort liability upon the County or any of its employees.

12.4 No Excavation Without Permits

The Contractor shall not commence any excavation Work until it has secured all necessary permits including the required CalOSHA excavation/shoring permit. Any permits shall be prominently displayed on the Site prior to the commencement of any excavation.

12.5 Discovery of Hazardous Waste and/or Unusual Conditions

12.5.1 Pursuant to Public Contract Code section 7104, if the Work involves digging trenches or other excavations that extend deeper than four feet below the Surface, the Contractor shall promptly, and before the following conditions are disturbed, notify the County, in writing, including by e-mail, of any:

12.5.1.1 Material that the Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

12.5.1.2 Subsurface or latent physical conditions at the Site differing from those indicated.

12.5.1.3 Unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

12.5.2 The County shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work, shall issue a Supplemental Job Order under the procedures described herein.

12.5.3 In the event that a dispute arises between County and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of

the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Job Order, but shall proceed with all work to be performed under the Job Order. The Contractor shall retain any and all rights provided either by Contract or by law that pertain to the resolution of disputes and protests.

13. INSURANCE AND BONDS

13.1 Insurance

All insurance required of Contractor and/or its Subcontractor(s) shall be in amounts set forth in the Special Conditions, and include the provisions as set forth herein.

13.1.1 **Commercial General Liability and Automobile Liability Insurance**

13.1.1.1 Contractor shall procure and maintain, during the life of this Contract, Commercial General Liability Insurance and Automobile Liability Insurance that shall protect Contractor, County, Construction Manager(s), and Architect(s) from all claims for bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from operations under this Contract. Contractor shall ensure that Products Liability and Completed Operations coverage and Fire Damage Liability is included within the above policies and at the required limits, or Contractor shall procure and maintain these coverages separately.

13.1.1.2 Subcontractor: Contractor shall require its Subcontractors, if any, to procure and maintain similar Commercial General Liability Insurance and Automobile Liability Insurance with minimum limits equal to the amount required of the Contractor. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement. Contractor shall verify subcontractor's compliance

13.1.2 **Excess Liability Insurance**

13.1.2.1 Contractor shall procure and maintain, during the life of this Contract, Excess Liability Insurance that shall protect Contractor, County, Construction Manager(s), and Architect(s) in amounts and including the provisions as set forth in the Special Conditions, and that complies with all requirements for Commercial General Liability and Automobile Liability and Employers' Liability Insurance.

13.1.2.2 Subcontractor: Contractor shall require its Subcontractor(s), if any, to procure and maintain similar Excess Liability Insurance with minimum limits equal to the amount required of the Contractor. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement. Contractor shall verify subcontractor's compliance.

13.1.3 **Workers' Compensation and Employers' Liability Insurance**

13.1.3.1 In accordance with provisions of section 3700 of the California Labor Code, the Contractor and every Subcontractor shall be required to secure the payment of compensation to its employees.

13.1.3.2 Contractor shall procure and maintain, during the life of this Contract, Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees engaged in work under this Contract, on/or at the Site of the Project. This coverage shall cover, at a minimum, medical and surgical treatment, disability benefits, rehabilitation therapy, and survivors' death benefits. Contractor shall require its Subcontractor(s), if any, to procure and maintain Workers' Compensation Insurance and Employers' Liability Insurance for all employees of Subcontractor(s). Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by Contractor's insurance. If any class of employee or employees engaged in Work under this Contract, on or at the Site of the Project, is not protected under the Workers' Compensation Statute, Contractor shall provide, or shall cause a Subcontractor to provide, adequate insurance coverage for the protection of any employee(s) not otherwise protected before any of those employee(s) commence work.

13.1.4 **Builder's Risk Insurance: Builder's Risk "All Risk" Insurance.**

In lieu of Builder's Risk insurance, Contractor shall be responsible for the applicable deductible(s) for losses per occurrence under the County's Builders Risk coverage of any loss per Job Order regardless of Job Order contract value.

13.1.5 Installation Floaters Insurance:

13.1.5.1 Contractor shall be responsible for all work and materials in place or to be used as may be necessary for the performance of each Job Order until final payment, The County need not be named as an additional insured under any such policy, and neither a certification or memorandum copies of such insurance will be required

13.1.6 **Proof of Carriage of Insurance and Other Requirements Endorsements and Certificates**

13.1.6.1 Contractor shall not commence Work nor shall it allow any Subcontractor to commence Work under this Contract, until Contractor and its Subcontractor(s) have procured all required insurance and Contractor has delivered in duplicate to the County complete endorsements (or entire insurance policies) and

certificates indicating the required coverages have been obtained, and the County has approved these documents.

13.1.6.2 Endorsements, certificates and insurance policies shall include the following:

13.1.6.2.1 A clause stating:

"This policy shall not be amended, canceled or modified and the coverage amounts shall not be reduced until notice has been mailed to County, Architect, and Construction Manager stating date of amendment, modification, cancellation or reduction. Date of Amendment modifications, cancelation or reduction may not be less than thirty (30) days after the date of mailing notice."

13.1.6.2.2 Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

13.1.6.2.3 All endorsements, certificates and insurance policies shall state that County, its Supervisors, employees and agents, Construction Manager(s), and Architect(s) named additional insureds under all policies except Workers' Compensation Insurance and Employers' Liability Insurance. Contractor's and Subcontractors' insurance policy(s) shall be primary and non-contribution to any insurance or self-insurance maintained by County, its Supervisors, employees and/or agents, Construction Manager(s), and/or Architect(s). All endorsements shall waive any right to subrogation against any of the named additional insureds.

13.1.6.2.4 All policies shall be written on an occurrence form.

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13.2 Contract Security - Bonds

13.2.1 Contractor shall furnish two surety bonds issued by a California admitted surety insurer as follows:

13.2.1.1 Performance Bond: A bond in an amount at least equal to one hundred percent (100%) of the Maximum Contract Value as security for faithful performance of this Contract.

13.2.1.2 Payment Bond: A bond in an amount at least equal to one hundred percent (100%) of the Maximum Contract Value as security for payment of persons performing labor and/or furnishing materials in connection with this Contract.

13.2.2 Cost of bonds shall be accounted for in the Adjustment Factors.

13.2.3 All bonds related to this Project shall be in the forms set forth in these Contract Documents and shall comply with all requirements of the Contract Documents, including, without limitation, the bond forms.

13.2.4 The bond amount for both the Performance and Payment Bonds shall be increased concurrent with any and all increases in the Maximum Contract Value.

14. WARRANTY/GUARANTEE/INDEMNITY

14.1 Warranty/Guarantee

14.1.1 The Contractor shall obtain and preserve for the benefit of the County, manufacturer's warranties on materials, fixtures, and equipment incorporated into the Work.

14.1.2 In addition to guarantees required elsewhere, Contractor shall, and hereby does guarantee and warrant all Work furnished on the job against all defects for a period of TWO (2) years after the later of the following dates:

14.1.2.1 The date of completion of each Job Order as defined in Public Contract Code section 7107, subdivision (c),

14.1.2.2 The commissioning date for each Project, if any.

14.1.3 At the County's sole option, Contractor shall repair or replace any and all of that Work, together with any other Work that may be displaced in so doing, that may prove defective in workmanship and/or materials within the warranty period specified in Section 00 65 36 Warranty Form, from date of completion as defined above without expense whatsoever to County. In the event of failure of Contractor and/or Surety to commence and pursue with diligence said replacements or repairs within ten (10) days after being notified in writing, including by e-mail, Contractor and Surety hereby acknowledge and agree that County is authorized to proceed to have defects repaired and made good at expense of Contractor and/or Surety who hereby agree to pay costs and charges therefore immediately on demand. Said notice period shall be forty-eight (48) hours for components essential to operation

of the facility, including without limitation fire alarms, water, heat, security systems, and electrical systems.

14.1.4 If, in the opinion of County, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to County or to prevent interruption of operations of County, County will attempt to give the notice required above. If Contractor or Surety cannot be contacted or does not comply with County's request for correction within a reasonable time as determined by County, County may, notwithstanding the above provision, proceed to make any and all corrections and/or provide attentions the County believes are necessary. The costs of correction or attention shall be charged against Contractor and Surety of the guarantees provided in this Article or elsewhere in this Contract.

14.1.5 The above provisions do not in any way limit the guarantees on any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish to County all appropriate guarantee or warranty certificates as indicated in the Specifications or upon request by County.

14.1.6 Nothing herein shall limit any other rights or remedies available to County.

14.2 Indemnity

14.2.1 To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, employees and agents and its consultants, the Architect and its consultants, the Construction Manager and its consultants, separate contractors, and their respective board members, officers, representatives, contractors, agents, and employees, in both individual and official capacities from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. This indemnity obligation shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

14.2.2 The contractor shall give prompt notice to the County in the event of any injury (including death), loss, or damage included herein. Without limitation of the provision herein, if the Contractor's agreement to indemnify, defend, and hold harmless the Indemnitees as provided herein against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of any of the Indemnitees shall to any extent be or be determined to be void or unenforceable, it is the intention of the parties that these circumstances shall not otherwise affect the validity or enforceability of the Contractor's

agreement to indemnify, defend, and hold harmless the rest of the Indemnitees, as provided herein, and in the case of any such suits, claims, damages, losses, or expenses caused in part by the default, negligence, or act of omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, and in part by any of the Indemnitees, the Contractor shall be and remain fully liable on it's agreement and obligations herein to the full extent permitted by law.

14.2.3 In any and all claims against any of the Indemnitees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the Contractor's indemnification obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

14.2.4 Contractor shall place in its Subcontractor agreements and cause its Subcontractors to agree to indemnities and insurance obligations in favor of County and other Indemnities in the exact form and substance of those contained in these General Conditions (00 72 13). Contractor shall require all Subcontractors to comply with all indemnification and insurance requirements of this agreement. Contractor shall verify Subcontractor's compliance.

15. TIME

15.1 Notice to Proceed

15.1.1 County may issue a Notice to Proceed within three (3) months from the date of the Notice of Award. Once Contractor has received the Notice to Proceed, Contractor shall complete the Work within the period of time indicated in the Contract Documents.

15.1.2 In the event that the County desires to postpone issuing the Notice to Proceed beyond this 3-month period, it is expressly understood that with reasonable notice to the Contractor, the County may postpone issuing the Notice to Proceed. It is further expressly understood by Contractor that Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of the issuance of the Notice to Proceed.

15.1.3 If the Contractor believes that a postponement of issuance of the Notice to Proceed will cause a hardship to Contractor, Contractor may terminate the Contract. Contractor's termination due to a postponement shall be by written notice to County within ten (10) days after receipt by Contractor of County's notice of postponement. It is further understood by Contractor that in the event that Contractor terminates the Contract as a result of postponement by the County, the County shall only be obligated to pay Contractor for the Work that Contractor had performed at the time of notification of postponement. Should Contractor terminate

the Contract as a result of a notice of postponement, County shall have the authority to award the Contract to the next lowest responsive responsible bidder.

15.2 Computation of Time / Adverse Weather

15.2.1 The Contractor will only be allowed a time extension for Adverse Weather conditions if requested by Contractor and only if all of the following conditions are met:

15.2.1.1 The weather conditions constitute Adverse Weather, as defined herein and further specified in the Special Conditions;

15.2.1.2 Contractor can verify that the Adverse Weather caused delays in excess of seventy-five percent (75%) for at least five hours, of the normal labor and equipment force toward completion of the day's current controlling item(s) on the latest accepted schedule;

15.2.1.3 The Contractor's crew is dismissed as a result of the Adverse Weather; and

15.2.1.4 The number of days of delay for the month exceeds those indicated in the Special Conditions.

15.2.2 A day-for-day extension will only be allowed for those days in excess of those indicated in the Special Conditions. Weather delay time extensions to the contract period will be non-compensable.

15.2.3 The Contractor shall work seven (7) days per week, if necessary, irrespective of inclement weather, to maintain access and the Construction Schedule, and to protect the Work under construction from the effects of Adverse Weather, all at no further cost to the County.

15.2.4 The Job Order Time has been determined with consideration given to the average climate weather conditions prevailing in the County in which the Project is located.

15.3 Hours of Work

15.3.1 Sufficient Forces

Contractor and Subcontractors shall continuously furnish sufficient forces to ensure the prosecution of the Work in accordance with the Construction Schedule.

15.3.2 Performance During Working Hours

Work shall be performed during regular working hours as permitted by the appropriate governmental agency except that in the event of an emergency, or when required to complete the Work in accordance with job progress, Work may be performed outside of regular working hours with the advance written consent of the County and approval of any required governmental agencies.

15.4 Progress and Completion

15.4.1 Time of the Essence

Time limits stated in the Contract Documents are of the essence to the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

15.4.2 **No Commencement Without Insurance**

The Contractor shall not commence operations on the Project or on any particular Job Order, or elsewhere, prior to the effective date of insurance and bonds or any supplemental or amended bonds required by an increase in the Contract Price. The date of commencement of the Work shall not be changed by the effective date of such insurance. If Contractor commences Work without insurance and bonds, all Work is performed at Contractor's peril and shall not be compensable until and unless Contractor secures bonds and insurance pursuant to the terms of the Contract Documents and subject to County claim for damages.

15.5 Expeditious Completion

The Contractor shall proceed expeditiously with adequate forces and shall achieve Completion within the Job Order Time.

16. EXTENSIONS OF TIME – LIQUIDATED DAMAGES

16.1 Liquidated Damages

Contractor and County hereby agree that the exact amount of damages for failure to complete the Work within the time specified is extremely difficult or impossible to determine. If the Work is not completed within the time specified in the Contract Documents, it is understood that the County will suffer damage. It being impractical and unfeasible to determine the amount of actual damage, it is agreed the Contractor shall pay to County as fixed and liquidated damages, and not as a penalty, the amount set forth in each Job Order Request for Proposal for each calendar day of delay in completion. Contractor and its Surety shall be liable for the amount thereof pursuant to Government Code section 53069.85.

16.2 Excusable Delay

16.2.1 Contractor shall not be charged for liquidated damages because of any delays in completion of Work which are not the fault of Contractor or its Subcontractors, including acts of God as defined in Public Contract Code section 7105, acts of enemy, epidemics, and quarantine restrictions. Contractor shall, within five (5) calendar days of beginning of any delay, notify County in writing of causes of delay including documentation and facts explaining the delay. County shall review the facts and extent of any delay and shall grant extension(s) of time for completing Work when, in its judgment, the findings of fact justify an extension. Extension(s) of time shall apply only to that portion of Work affected by delay, and shall not apply to other portions of Work not so affected. An extension of time may only be granted if Contractor has timely submitted the Construction Schedule as required herein.

16.2.2 Contractor shall notify the County pursuant to the claims provisions in these General Conditions of any anticipated delay and its cause. Following submission of a claim, the County may determine whether the delay is to be considered

avoidable or unavoidable, how long it continues, and to what extent the prosecution and completion of the Work might be delayed thereby.

16.2.3 In the event the Contractor requests an extension of Job Order Time for unavoidable delay, such request shall be submitted in accordance with the provisions in the Contract Documents governing changes in Work. When requesting time, requests must be submitted with full justification and documentation. If the Contractor fails to submit justification, it waives its right to a time extension at a later date. Such justification must be based on the official Construction Schedule as updated at the time of occurrence of the delay or execution of Work related to any changes to the Scope of Work. Any claim for delay must include the following information as support, without limitation:

16.2.3.1 The duration of the activity relating to the changes in the Work and the resources (manpower, equipment, material, etc.) required to perform the activities within the stated duration.

16.2.3.2 Specific logical ties to the Contract Schedule for the proposed changes and/or delay showing the activity/activities in the Construction Schedule that are affected by the change and/or delay.

16.2.3.3 A recovery schedule must be submitted.

16.3 No Additional Compensation for Delays Within Contractor's Control

Contractor is aware that governmental agencies, including, without limitation, the Department of General Services, gas companies, electrical utility companies, water companies, and other agencies may have to approve Contractor-prepared drawings or approve a proposed installation. Accordingly, Contractor shall include in its bid, time for possible review of its drawings and for reasonable delays and damages that may be caused by such agencies. Thus, Contractor is not entitled to make a claim for damages or delays arising from the review of Contractor's drawings.

16.3.1 Contractor shall only be entitled to compensation for delay when all of the following conditions are met:

16.3.1.1 The County is responsible for the delay;

16.3.1.2 The delay is unreasonable under the circumstances involved;

16.3.1.3 The delay was not within the contemplation of County and Contractor; and

16.3.1.4 Contractor complies with the claims procedure of the Contract Documents.

16.4 Float or Slack in the Schedule

Float or slack is the amount of time between the early start date and the late start date, or the early finish date and the late finish date, of any of the activities in the schedule. Float or slack is

not for the exclusive use of or benefit of either the County or the Contractor, but its use shall be determined solely by the County.

17. CHANGES IN THE WORK

17.1 No Changes Without Authorization

17.1.1 There shall be no change whatsoever in the Detailed Scopes of Work Drawings, Specifications, or in the Work without an executed Supplemental Job Order or a written Construction Change Directive authorized by the County as herein provided. County shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the Detailed Scopes of Work including Drawings and Specifications unless the County's governing board has authorized the same and the cost thereof has been approved in writing by Change Order, Supplemental Job Order or Construction Change Directive. No extension of time for performance of the Work shall be allowed hereunder unless claim for such extension is made at the time changes in the Work are ordered, and such time duly adjusted in writing in the Change, Supplemental Job Order or Construction Change Directive. The provisions of the Contract Documents shall apply to all such changes, additions, and omissions with the same effect as if originally embodied in the Detailed Scope of Work including Drawings and Specifications.

17.1.2 Contractor shall perform immediately all work that has been authorized by a fully executed Change, Supplemental Job Order or Construction Change Directive. Contractor shall be fully responsible for any and all delays and/or expenses caused by Contractor's failure to expeditiously perform this Work.

17.1.3 Should any Change or Supplemental Job Order result in an increase in the Contract Price or Job Order Price, the cost of that Change or Supplemental Job Order shall be agreed to, in writing, in advance by Contractor. The procedures for the issuance of such a Supplemental Job Order are the same as the procedures for the issuance of the original Job Order. Any additions or deletions are therefore calculated by using the appropriate item in the Construction Task Catalog®, times the quantity to be adjusted, times the appropriate Adjustment Factor. In the event that Contractor proceeds with any change in Work without a Change or a Supplemental Job Order executed by the County or Construction Change Directive, Contractor waives any claim of additional compensation or time for that additional work. Contractor understands, acknowledges, and agrees that the reason for County authorization is so that County may have an opportunity to analyze the Work and decide whether the County shall proceed with the Change or the Supplemental Job Order or alter the Project so that a change in Work becomes unnecessary.

17.2 Architect Authority to Order Minor Changes

The Architect will have authority to order minor changes in the Work not involving any adjustment in the Contract Price or the Job Order Price, or an extension of the Contract Time or the Job Order Time, or a change that is inconsistent with the intent of the Contract Documents.

These changes shall be effected by written Change Order, Supplemental Job Order, Construction Change Directive, or by Architect's response(s) to RFI(s).

17.3 Change Orders and Supplemental Job Orders

17.3.1 A Change Order is a written instrument prepared and issued by the County and/or the Architect and signed by the County (as authorized by the County's Board of Supervisors), the Contractor, and the Architect, stating their agreement regarding all of the following:

17.3.1.1 A description of a change in the Work;

17.3.1.2 The amount of the adjustment in the Contract Price, if any; and

17.3.1.3 The extent of the adjustment in the Contract Time, if any.

17.3.2 A Supplemental Job Order is a written instrument prepared and issued by the County and/or the Architect and signed by the County, the Contractor, and the Architect, stating their agreement regarding all of the following:

17.3.2.1 A description of a change in the Work as described in the Detailed Scope of Work;

17.3.2.2 The amount of the adjustment in the Job Order Sum, if any; and

17.3.2.3 The extent of the adjustment in the Job Order Time, if any.

17.4 Construction Change Directives

17.4.1 A Construction Change Directive is a written order prepared and issued by the County, the Construction Manager, and/or the Architect and signed by the County and the Architect, directing a change in the Work. The County may, as provided by law, by Construction Change Directive and without invalidating the Contract or the Job Order, order changes in the Work consisting of additions, deletions, or other revisions. The cost of Work done under a Construction Change Directive will be calculated the same as the work for the original Job Order. Any additions or deletions are therefore calculated by using the appropriate item in the Construction Task Catalog®, times the quantity to be adjusted, times the appropriate Adjustment Factor. Any dispute as to the sum of the Construction Change Directive or timing of payment shall be resolved pursuant to the Payment and Claims and Disputes provisions herein.

17.4.2 The County may issue a Construction Change Directive in the absence of agreement on the terms of a Change Order or Supplemental Job Order.

17.5 Force Account Directives (Unilateral Job Orders)

17.5.1 When work, for which a definite price has not been agreed upon in advance, is to be paid for on a force account basis, all direct costs necessarily incurred and paid by the Contractor for labor, material, and equipment used in the performance of

that Work, shall be subject to the approval of the County and compensation will be determined as set forth herein.

17.5.2 The County will issue a Force Account Directive or a Unilateral Job Order to proceed with the Work on a force account basis, and a not-to-exceed budget will be established by the County.

17.5.3 All requirements regarding direct cost for labor, labor burden, material, equipment, and markups on direct costs for overhead and profit described in this section shall apply to Force Account Directives. However, the County will only pay for actual costs verified in the field by the County or its authorized representative(s) on a daily basis.

17.5.4 The Contractor shall be responsible for all cost related to the administration of Force Account Directive. The markup for overheard and profit for Contractor modifications shall be full compensation to the Contractor to administer Force Account Directive.

17.5.5 The Contractor shall notify the County or its authorized representative(s) at least twenty-four (24) hours prior to proceeding with any of the force account work. Furthermore, the Contractor shall notify the County when it has consumed eighty percent (80%) of the budget, and shall not exceed the budget unless specifically authorized in writing by the County. The Contractor will not be compensated for force account work in the event that the Contractor fails to timely notify the County regarding the commencement of force account work, or exceeding the force account budget.

17.5.6 The Contractor shall diligently proceed with the work, and on a daily basis, submit a daily force account report on a form supplied by the County no later than 5:00 p.m. each day. The report shall contain a detailed itemization of the daily labor, material, and equipment used on the force account work only. The names of the individuals performing the force account work shall be included on the daily force account reports. The type and model of equipment shall be identified and listed. The County will review the information contained in the reports, and sign the reports no later than the next work day, and return a copy of the report to the Contractor for their records. The County will not sign, nor will the Contractor receive compensation for work the County cannot verify. The Contractor will provide a weekly force account summary indicating the status of each Force Account Directive or Unilateral Job Order in terms of percent complete of the not-to-exceed budget and the estimated percent complete of the work.

17.5.7 In the event the Contractor and the County reach a written agreement on a set cost for the work while the work is proceeding based on a Force Account Directive or Unilateral Job Order, the Contractor’s signed daily force account reports shall be discontinued and all previously signed reports shall be invalid.

17.6 Price Request

17.6.1 Definition of Price Request

A Price Request ("PR") is a written request prepared by the Architect requesting the Contractor to submit to the County and the Architect an estimate of the effect of a proposed change in the Work on the Job Order Sum and the Job Order Time.

17.6.2 Scope of Price Request

A Price Request shall contain adequate information, including any necessary Drawings and Specifications, to enable Contractor to provide the cost breakdowns required herein. The Contractor shall not be entitled to any additional compensation for preparing a response to a Price Request, whether ultimately accepted or not.

17.7 Proposed Change Order and Supplemental Job Order

17.7.1 **Definition of Proposed Change Order**

A Proposed Change Order ("PCO") is a written request prepared by the Contractor requesting that the County and the Architect issue a Supplemental Order based upon a proposed change to the Work.

17.7.2 **Changes in Contract Price**

A PCO shall include breakdowns pursuant to the revisions herein to validate any change in Contract Price.

17.7.3 **Changes in Time**

A PCO shall also include any changes in time required to complete the Project. Any additional time requested shall not be the number of days to make the proposed change, but must be based upon the impact to the Construction Schedule as defined in the Contract Documents. If Contractor fails to request a time extension in a PCO, then the Contractor is thereafter precluded from requesting time and/or claiming a delay.

17.7.4 **Unknown and/or Unforeseen Conditions**

If Contractor submits a PCO requesting an increase in Contract Price and/or Contract Time that is based at least partially on Contractor's assertion that Contractor has encountered unknown and/or unforeseen condition(s) on the Project, then Contractor shall base the PCO on provable information that, beyond a reasonable doubt and to the County's satisfaction, demonstrates that the unknown and/or unforeseen condition(s) were actually unknown and/or unforeseen and that the condition(s) were reasonably unknown and/or unforeseen. If not, the County

shall deny the PCO and the Contractor shall complete the Project without any increase in Contract Price and/or Contract Time based on that PO.

17.7.5 Definition of Proposed Supplemental Job Order

A Proposed Supplemental Job Order ("PSJO") is a written request prepared by the Contractor requesting that the County and the Architect issue a Supplemental Job Order based upon a proposed change to the Work.

17.7.6 **Changes in Job Order Price**

A PSJO shall include Contractor's Cost Proposal to validate any change in Job Order Sum.

17.7.7 **Changes in Time**

A PSJO shall also include any changes in time required to complete the Project. Any additional time requested shall not be the number of days to make the proposed change, but must be based upon the impact to the Construction Schedule as defined in the Contract Documents. If Contractor fails to request a time extension in a PSJO, then the Contractor is thereafter precluded from requesting time and/or claiming a delay.

17.7.8 **Unknown and/or Unforeseen Conditions**

If Contractor submits a PSJO requesting an increase in Job Order Price and/or Job Order Completion Time that is based at least partially on Contractor's assertion that Contractor has encountered unknown and/or unforeseen condition(s) on the Project, then Contractor shall base the PSJO on provable information that, beyond a reasonable doubt and to the County's satisfaction, demonstrates that the unknown and/or unforeseen condition(s) were actually unknown and/or unforeseen and that the condition(s) were reasonably unknown and/or unforeseen. If not, the County shall deny the PSJO and the Contractor shall complete the Project without any increase in Job Order Price and/or Job Order Completion Time based on that PSJO.

17.8 Format for Proposed Change

The format for a proposed change shall follow that of the original Job Order

17.9 Change Order Certification

17.9.1 All Change Orders and PCOs must include the following certification by the Contractor:

17.9.1.1 The undersigned Contractor approves the foregoing as to the changes, if any, and the Contract Price specified for each item and as to the extension of time allowed, if any, for completion of the entire Work as stated herein, and agrees to furnish all labor, materials, and service, and perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False

Claims Act set forth under Government Code section 12650 et seq. It is understood that the changes herein to the Contract shall only be effective when approved by the Board of Supervisors.

17.9.1.2 It is expressly understood that the value of the extra Work or changes expressly includes any and all of the Contractor's costs and expenses, both direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project. Any costs, expenses, damages, or time extensions not included are deemed waived

17.10 Determination of Supplemental Job Order Price

The amount of the increase or decrease in the Job Order Price from a Supplemental Job Order, if any, shall be determined by using the appropriate item in the Construction Task Catalog®, times the quantity to be adjusted, times the appropriate Adjustment Factor.

17.11 Deductive Supplemental Job Orders

All deductive Supplemental Job Order(s) must be prepared pursuant to the provisions herein.

17.12 INTENTIONALLY OMITTED

17.13 INTENTIONALLY OMITTED

17.14 INTENTIONALLY OMITTED

17.15 Notice Required

If the Contractor desires to make a claim for an increase in a Job Order Price, or any extension in any Job Order Time for completion, it shall notify the County pursuant to the provisions herein. No claim shall be considered unless made in accordance with this subparagraph. Contractor shall proceed to execute the Work even though the adjustment may not have been agreed upon. Any change in a Job Order Price or extension of the Job Order Time resulting from such claim shall be authorized by a Supplemental Job Order.

17.16 Applicability to Subcontractors

Any requirements under this Article shall be equally applicable to Supplemental Job Orders or Construction Change Directives issued to Subcontractors by the Contractor to the extent as required by the Contract Documents.

17.17 Alteration to Supplemental Job Order Language

Contractor shall not alter Change Orders or reserve time in Supplemental Job Orders. Contractor shall execute finalized Supplemental Job Orders and proceed under the provisions herein with proper notice.

17.18 Failure of Contractor to Execute Supplemental Job Order

Contractor shall be in default of the Contract if Contractor fails to execute a Supplemental Job Order when the Contractor agrees with the addition and/or deletion of the Work in that Supplemental Job Order.

18. REQUEST FOR INFORMATION

18.1 The Contractor shall coordinate the Work so that dimensions are verified and clarifications that may affect the work are identified to allow for resolution without delaying the Work. The Contractor is responsible to submit a Request for Information as soon as the issue requiring clarification is identified. The Contractor shall be responsible for any delay in the construction progress due to any untimely submission of a Request for Information for A/E's review. Non-receipt of a Request for Information, or proceeding with Work pertaining to the Request for Information shall be construed as relieving the County of any Claim for added cost or extension of time.

18.2 Reference Contract Documents

Any Request for Information shall reference all applicable Contract Document(s), including Detailed Scope (s) or Work, Specification section(s), detail(s), page number(s), drawing number(s), and sheet number(s), etc. The Contractor shall make suggestions and interpretations of the issue raised by each Request for Information. A Request for Information cannot modify the Contract Price, the Job Order Price, Contract Time, Job Order Completion Time, or the Contract Documents.

18.3 Contractor Responsible For Costs

Contractor shall be responsible for any costs incurred for professional services which County may deduct from any amounts owing to the Contractor, if a Request for Information requests an interpretation or decision of a matter where the information sought is equally available to the party making the request. County, at its sole discretion, shall deduct from and/or invoice Contractor for all the professional services arising herein.

19. PAYMENTS

19.1 Contract Price and Job Order Price

The Contract Price is stated in the Agreement and the Job Order Sum is stated in the applicable Job Order and, including authorized adjustments, the Contract Price is the maximum amount payable for all Job Orders and the Job Order Price is the total amount payable by the County to the Contractor for performance of the applicable Job Order Work under the Contract Documents.

19.2 Applications for Progress Payments

19.2.1 Procedures for Applications for Progress Payments

19.2.1.1 Not before the fifth (5th) day of each calendar month during the progress of the Work, Contractor shall submit to the County and the Architect an itemized Application for Payment for operations completed in accordance with the Schedule of Values as presented in the Proposal Summary and

percentage complete of the Job Order. Such application shall be notarized, if required, and supported by the following or each portion thereof unless waived by the County in writing:

19.2.1.1.1 The amount paid to the date of the Application to the Contractor, to all its Subcontractors, and all others furnishing labor, material, or equipment for its Contract;

19.2.1.1.2 The amount being requested under the Application for Payment by the Contractor on its own behalf and separately stating the amount requested on behalf of each of the Subcontractors and all others furnishing labor, material, and equipment under the Contract;

19.2.1.1.3 The balance that will be due to each of such entities after said payment is made;

19.2.1.1.4 A certification that the Record Drawings and annotated Specifications are current;

19.2.1.1.5 Itemized breakdown of work done for the purpose of requesting partial payment;

19.2.1.1.6 An updated and acceptable construction schedule in conformance with Section 10.1 above;

19.2.1.1.7 The additions to and subtractions from the Job Order Price and Job Order Completion Time;

19.2.1.1.8 A total of the retentions held;

19.2.1.1.9 Material invoices, evidence of equipment purchases, rentals, and other support and details of cost as the County may require from time to time;

19.2.1.1.10 The percentage of completion of the Contractor's Work by line item;

19.2.1.1.11 Schedule of Values from the Proposal Summary updated from the preceding Application for Payment;

19.2.1.1.12 A duly completed and executed conditional waiver and release upon progress payment compliant with Civil Code section 3262 from the Contractor and each subcontractor of any tier and supplier to be paid from the current progress payment;

19.2.1.1.13 A duly completed and executed unconditional waiver and release upon progress payment compliant with Civil Code section 3262 from the Contractor and each subcontractor of any tier and supplier that was paid from the previous progress payment; and

19.2.1.1.14 A certification by the Contractor of the following:

The Contractor warrants title to all Work performed as of the date of this payment application. The Contractor further warrants that all Work

performed as of the date of this payment application is free and clear of liens, claims, security interests, or encumbrances in favor of the Contractor, Subcontractors, material and equipment suppliers, workers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment relating to the Work, except those of which the County has been informed

19.2.2 The Contractor shall be subject to the False Claims Act set forth under Government Code section 12650 et seq., for information provided with any Application for Progress Payment.

19.2.3 Prerequisites for Progress Payments

19.2.3.1 The Owner will make a single payment upon Final Completion of the Scope of Work for all Job Orders that have a Job Order Completion Time of 30 days or less, or a Job Order Amount of $25,000 or less. For all other Job Orders, the Owner may make partial, monthly payments based on a percentage of the work completed

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

19.2.3.3 First Payment Request: The following items, if applicable, must be completed before the County will accept and/or process the Contractor's first payment request:

19.2.3.3.1 Installation of the Project sign;

19.2.3.3.2 Installation of field office;

19.2.3.3.3 Installation of temporary facilities and fencing;

19.2.3.3.4 Schedule of Values (Based on Proposal Summary);

19.2.3.3.5 Contractor’s Construction Schedule in conformance with Section 10.1.1.1 above;

19.2.3.3.6 Intentionally Omitted;

19.2.3.3.7 Submittal Schedule

19.2.3.3.8 Receipt by Architect of all submittals due as of the date of the payment application;

19.2.3.3.9 Copies of necessary permits;

19.2.3.3.10 Copies of authorizations and licenses from governing authorities;

19.2.3.3.11 Initial progress report;

19.2.3.3.12 Surveyor qualifications;

19.2.3.3.13 Written acceptance of County's survey of rough grading, if

applicable;

19.2.3.3.14 List of all Subcontractors, with names, license numbers, telephone numbers, Construction outreach Certifications and Scope of Work;

19.2.3.3.15 Subcontractor entries in Elations web portal for records of certified payroll

19.2.3.3.16 All bonds and insurance endorsements;

19.2.3.3.17 Resumes of Contractor's project manager, and if applicable, job site secretary, record documents recorder, and job site superintendent; and

19.2.3.3.18 Safety plan.

19.2.3.4 Second Payment Request. The County will not process the second payment request until and unless all submittals and Shop Drawings have been accepted for review by the Architect, and Contractor's Schedule has been accepted as in compliance with Section 10.1.1.1 above.

19.2.3.5 No Waiver of Criteria. Any payments made to Contractor where criteria set forth herein have not been met shall not constitute a waiver of said criteria by County. Instead, such payment shall be construed as a good faith effort by County to resolve differences so Contractor may pay its Subcontractors and suppliers. Contractor agrees that failure to submit such items may constitute a breach of contract by Contractor and may subject Contractor to termination.

19.3 Progress Payments

19.3.1 County's Approval of Application for Payment

19.3.1.1 Upon receipt of an Application for Payment, the County shall act in accordance with both of the following:

19.3.1.1.1 Each Application for Payment shall be reviewed by the County as soon as practicable after receipt for the purpose of determining that the Application for Payment is a proper Application for Payment.

19.3.1.1.2 Any Application for Payment determined not to be a proper Application for Payment suitable for payment shall be returned to the Contractor as soon as practicable, but not later than seven (7) calendar days, after receipt. An Application for Payment returned pursuant to this paragraph shall be accompanied by a document setting forth in writing, including by e-mail, the reasons why the Application for Payment is not proper. The number of days available to the County to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which the County exceeds this seven-day return requirement.

19.3.1.1.3 An Application for Payment shall be considered properly executed if funds are available for payment of the Application for Payment, and payment is not delayed due to an audit inquiry by the financial officer of the County.

19.3.1.2 The County's review of the Contractor's Application for Payment will be based on the County's and the Architect's observations at the Site and the data comprising the Application for Payment that the Work has progressed to the point indicated and that, to the best of the County's and the Architect's knowledge, information, and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to:

19.3.1.2.1 Observation of the Work for general conformance with the Contract Documents,

19.3.1.2.2 Results of subsequent tests and inspections,

19.3.1.2.3 Minor deviations from the Contract Documents correctable prior to completion, and

19.3.1.2.4 Specific qualifications expressed by the Architect.

19.3.1.3 County's approval of the certified Application for Payment shall be based on Contractor complying with all requirements for a fully complete and valid certified Application for Payment.

19.3.2 **Payments to Contractor**

19.3.2.1 Within thirty (30) days after approval of the Application for Payment, Contractor shall be paid a sum equal to ninety five percent (95%) of the value of the Work performed (as verified by Architect and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The value of the Work completed shall be Contractor's best estimate. No inaccuracy or error in said estimate shall operate to release the Contractor, or any Surety upon any bond, from damages arising from such Work, or from the County's right to enforce each and every provision of this Contract, and the County shall have the right subsequently to correct any error made in any estimate for payment.

19.3.2.2 The Contractor shall not be entitled to have any payment requests processed, or be entitled to have any payment made for work performed, so long as any lawful or proper direction given by the County concerning the work, or any portion thereof, remains incomplete.

19.3.2.3 If the County fails to make any progress payment within thirty (30) days after receipt of an undisputed and properly submitted Application for Payment from the Contractor, the County shall pay interest to the Contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.

19.3.3 **No Waiver**

No payment by County hereunder shall be interpreted so as to imply that County has inspected, approved, or accepted any part of the Work. Notwithstanding any payment, the County may enforce each and every provision of this Contract. The County may correct or require correction of any error subsequent to any payment.

19.3.4 **Removal of Liens**

19.3.4.1 If a lien or a claim based on a stop notice of any nature should at any time be filed against the Work or any County property, by any entity that has supplied material or services at the request of the Contractor, Contractor and Contractor's Surety shall promptly, on demand by County and at Contractor's and Surety's own expense, take any and all action necessary to cause any such lien or a claim based on a stop notice to be released or discharged immediately therefrom.

19.3.4.2 If the Contractor fails to furnish to the County within ten (10) calendar days after demand by the County, satisfactory evidence that a lien or a claim based on a stop notice has been so released, discharged, or secured, the County may discharge such indebtedness and deduct the amount required therefor, together with any and all losses, costs, damages, and attorney's fees and expense incurred or suffered by County from any sum payable to Contractor under the Contract.

19.4 Decisions to Withhold Payment

19.4.1 **Reasons to Withhold Payment**

The County may withhold payment in whole, or in part, to the extent reasonably necessary to protect the County if, in the County's opinion, the representations to the County required herein cannot be made. The County may withhold payment, in whole, or in part, to such extent as may be necessary to protect the County from loss because of, but not limited to:

19.4.1.1 Defective Work not remedied within the time frames noted in Section 14 hereof of written notice to Contractor;

19.4.1.2 Stop Notices or other liens served upon the County as a result of the Contract;

19.4.1.3 Liquidated damages assessed against the Contractor;

19.4.1.4 The cost of completion of the Contract if there exists reasonable doubt that the Work can be completed for the unpaid balance of the Job Order Price or by the completion date;

19.4.1.5 Damage to the County or other contractor(s);

19.4.1.6 Unsatisfactory prosecution of the Work by the Contractor;

19.4.1.7 Failure to store and properly secure materials;

19.4.1.8 Failure of the Contractor to submit, on a timely basis, proper, sufficient, and acceptable documentation required by the Contract Documents, including, without limitation, a Construction Schedule, Schedule of Submittals, Schedule of Values, Monthly Progress Schedules, Shop Drawings, Product Data and samples, Proposed product lists, executed Supplemental Job Orders, and/or properly completed Elation updates;

19.4.1.9 Failure of the Contractor to maintain Record Drawings;

19.4.1.10 Erroneous estimates by the Contractor of the value of the Work performed, or other false statements in an Application for Payment;

19.4.1.11 Unauthorized deviations from the Contract Documents;

19.4.1.12 Failure of the Contractor to prosecute the Work in a timely manner in compliance with the Construction Schedule, established progress schedules, and/or completion dates;

19.4.1.13 Failure to properly pay prevailing wages as defined in Labor Code section 1720 et seq., and/or failure to comply with any other Labor Code requirements,

19.4.1.14 Failure to properly maintain or clean up the Site;

19.4.1.15 Payments to indemnify, defend, or hold harmless the County;

19.4.1.16 Any payments due to the County, including but not limited to payments for failed tests, utilities changes, or permits;

19.4.1.17 Failure to pay Subcontractor(s) or supplier(s) as required by law and by the Contract Documents;

19.4.1.18 Contractor is otherwise in breach, default, or in substantial violation of any provision of this Contract.

19.4.2 **Reallocation of Withheld Amounts**

19.4.2.1 County may, in its discretion, apply any withheld amount to pay outstanding claims or obligations as defined herein. In so doing, County shall make such payments on behalf of Contractor. If any payment is so made by County, then that amount shall be considered a payment made under Contract by County to Contractor and County shall not be liable to Contractor for any payment made in good faith. These payments may be made without prior judicial determination of claim or obligation. County will render Contractor an accounting of funds disbursed on behalf of Contractor.

19.4.2.2 If Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision thereof, County may, after FORTY-EIGHT (48) hours written notice to the Contractor and, without prejudice to any other remedy, make good such deficiencies. The County shall adjust the total Job Order Price by reducing the amount thereof by the cost of making good such deficiencies. If County deems it

inexpedient to correct Work that is damaged, defective, or not done in accordance with Contract provisions, an equitable reduction in the Job Order Sum (of at least one hundred twenty-five percent (125%) of the estimated reasonable value of the nonconforming Work) shall be made therefor.

19.4.3 Payment After Cure

When Contractor removes the grounds for declining approval, payment shall be made for amounts withheld because of them. No interest shall be paid on any retainage or amounts withheld due to the failure of the Contractor to perform in accordance with the terms and conditions of the Contract Documents.

19.5 Subcontractor Payments

19.5.1 Payments to Subcontractors

No later than seven (7) days after receipt, or pursuant to Business and Professions Code section 7108.5 and Public Contract Code section 7107, the Contractor shall pay to each Subcontractor, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to its Sub-subcontractors in a similar manner.

19.5.2 No Obligation of County for Subcontractor Payment

The County shall have no obligation to pay, or to see to the payment of, money to a Subcontractor except as may otherwise be required by law.

19.5.3 Joint Checks

County shall have the right in its sole discretion, if necessary for the protection of the County, to issue joint checks made payable to the Contractor and Subcontractors and material or equipment suppliers. The joint check payees shall be responsible for the allocation and disbursement of funds included as part of any such joint payment. In no event shall any joint check payment be construed to create any contract between the County and a Subcontractor of any tier, any obligation from the County to such Subcontractor, or rights in such Subcontractor against the County.

20. COMPLETION OF THE WORK

20.1 Completion

20.1.1 County will accept completion of Job Order and have the Notice of Completion recorded when the entire Work shall have been completed to the satisfaction of County.

20.1.2 The Work may only be accepted as complete by action of the County Board of Supervisors.

20.1.3 County, at its sole option, may accept completion of a Job Order and have the Notice of Completion recorded when the entire Work shall have been completed to the satisfaction of County, except for minor corrective items, as distinguished from

incomplete items. If Contractor fails to complete all minor corrective items within thirty (30) days after the date of the County's acceptance of completion, County shall withhold from the final payment one hundred fifty percent (150%) of an estimate of the amount sufficient to complete the corrective items, as determined by County, until the item(s) are completed.

20.1.4 At the end of the thirty-five (35) day period, if there are any items remaining to be corrected, County may elect to proceed as provided herein related to adjustments to the Job OrderPrice, and/or County's right to perform the Work of the Contractor.

20.2 Close-Out Procedures

20.2.1 Punch List

The Contractor shall notify the Architect when Contractor considers the Work complete. Upon notification, Architect will prepare a list of minor items to be completed or corrected ("Punch List"). The Contractor and/or its Subcontractors shall proceed promptly to complete and correct items on the Punch List. Failure to include an item on Punch List does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

20.2.2 Close-Out Requirements

20.2.2.1 Utility Connections

Buildings shall be connected to water, gas, sewer, and electric services, complete and ready for use. Service connections shall be made and existing services reconnected.

20.2.2.2 Record Drawings

20.2.2.2.1 Contractor shall provide exact "as-built" Record Drawings of the Work upon completion of the Project as indicated in the Specifications.

20.2.2.2.2 Contractor is liable and responsible for any and all inaccuracies in as-built Record Drawings, even if inaccuracies become evident at a future date.

20.2.2.2.3 Upon completion of the Work and as a condition precedent to approval of final payment, Contractor shall obtain the Architect's approval of the corrected prints and employ a competent draftsman to transfer the "as-built" information to the most current version of Autocad that is, at that time, currently utilized for plan check submission by either the County, the Construction Manager and/or the Architect, and submit electronic files. When completed, Contractor shall deliver corrected electronic files acceptable to County with Autocad file to the County.

20.2.2.2.4 Maintenance Manuals: Contractor shall prepare all operation and maintenance manuals and date as indicated in the Specifications.

20.3 Final Inspection

20.3.1 Contractor shall comply with Punch List procedures as provided herein, and

maintain the presence of a Project Superintendent and Project Manager until the Punch List is complete to ensure proper and timely completion of the Punch List. Under no circumstances shall Contractor demobilize its forces prior to completion of the Punch List. Upon receipt of Contractor's written notice that all of the Punch List items have been fully completed and the Work is ready for final inspection and acceptance, Architect and Construction Manager will inspect the Work and shall submit to Contractor and County a final inspection report noting the Work, if any, required in order to complete in accordance with the Contract Documents. Absent unusual circumstances, this report shall consist of the Punch List items not yet satisfactorily completed.

20.3.2 Upon Contractor's completion of all items on the Punch List and any other uncompleted portions of the Work, the Contractor shall notify the County and Architect, who shall again inspect such Work. If the Architect finds the Work complete and acceptable under the Contract Documents, the Architect will notify Contractor, who shall then jointly submit to the Architect and the County its final Application for Payment.

20.3.3 **Final Inspection Requirements**

Before calling for final inspection, Contractor shall determine that the following have been performed:

20.3.3.1 The Work has been completed.

20.3.3.2 All life-safety items are completed and in working order.

20.3.3.3 Mechanical and electrical Work are complete and tested, fixtures are in place, connected, and ready for tryout.

20.3.3.4 Electrical circuits scheduled in panels and disconnect switches labeled.

20.3.3.5 Painting and special finishes complete.

20.3.3.6 Doors complete with hardware, cleaned of protective film, relieved of sticking or binding, and in working order.

20.3.3.7 Tops and bottoms of doors sealed.

20.3.3.8 Floors waxed and polished as specified.

20.3.3.9 Broken glass replaced and glass cleaned.

20.3.3.10 Grounds cleared of Contractor's equipment, raked clean of debris, and trash removed from Site.

20.3.3.11 Work cleaned, free of stains, scratches, and other foreign matter, of damaged and broken material replaced.

20.3.3.12 Finished and decorative work shall have marks, dirt, and superfluous labels removed.

20.3.3.13 Final cleanup, as provided herein.

20.4 Costs of Multiple Inspections

More than two (2) requests of the County to make a final inspection shall be considered an additional service of County, Architect, and/or Construction Manager, and all subsequent costs will be invoiced to Contractor and if funds are available, withheld from remaining payments.

20.5 Partial Occupancy or Use Prior to Completion

20.5.1 **County's Rights**

The County may occupy or use any completed or partially completed portion of the Work at any stage. The County and the Contractor shall agree in writing to the responsibilities assigned to each of them for payments, security, maintenance, heat, utilities, damage to the Work, insurance, the period for correction of the Work, and the commencement of warranties required by the Contract Documents. Any dispute as to responsibilities shall be resolved pursuant to the Claims and Disputes provisions herein, with the added provision that during the dispute process, the County shall have the right to occupy or use any portion of the Work that it needs or desires to use.

20.5.2 **Inspection Prior to Occupancy or Use**

Immediately prior to partial occupancy or use, the County, the Contractor, and the Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

20.5.3 **No Waiver**

Unless otherwise agreed upon, partial or entire occupancy or use of a portion or portions of the Work shall not constitute beneficial occupancy or acceptance of the Work not complying with the requirements of the Contract Documents.

21. FINAL PAYMENT AND RETENTION

21.1 Final Payment

Upon receipt and approval of a valid and final Application for Payment, the Architect will issue a final Certificate of Payment for the applicable Job Order. The County shall thereupon jointly inspect the Work and either accept the Work as complete or notify the Architect and the Contractor in writing of reasons why the Work is not complete. Upon acceptance of the Work of the Contractor as fully complete (that, absent unusual circumstances, will occur when the Punch List items have been satisfactorily completed), the County shall record a Notice of Completion for the Job Order with the County Recorder, and the Contractor shall, upon receipt of final payment from the County, pay the amount due Subcontractors.

21.2 Prerequisites for Final Payment

The following conditions must be fulfilled prior to Final Payment on each Job Order:

21.2.1 A full and final waiver or release of all Stop Notices in connection with the Work shall be submitted by Contractor, including a release of Stop Notice in recordable form,

together with (to the extent permitted by law) a copy of the full and final release of all Stop Notice rights.

21.2.1.1 A duly completed and executed conditional waiver and release upon final payment compliant with Civil Code section 3262 from the Contractor and each subcontractor of any tier and supplier to be paid from the current progress payment;

21.2.1.2 A duly completed and executed unconditional waiver and release upon progress payment compliant with Civil Code section 3262 from the Contractor and each subcontractor of any tier and supplier that was paid from the previous progress payment; and

21.2.1.3 The Contractor shall have made all corrections to the Work that are required to remedy any defects therein, to obtain compliance with the Contract Documents or any requirements of applicable codes and ordinances, or to fulfill any of the orders or directions of County required under the Contract Documents.

21.2.2 Each Subcontractor shall have delivered to the Contractor all written guarantees, warranties, applications, and bonds required by the Contract Documents for its portion of the Work.

21.2.3 Contractor must have completed all requirements set forth under “Close Out Procedures,” Including, without limitation, an approved set of complete “as-built” Record Drawings.

21.2.4 Architect shall have issued its written approval that final payment can be made.

21.2.5 The Contractor shall have delivered to the County all manuals and materials required by the Contract Documents.

21.2.6 The Contractor shall have completed final clean up as provided herein.

21.3 Retention

21.3.1 The retention, less any amounts disputed by the County or that the County has the right to withhold pursuant to provisions herein, shall be paid:

21.3.1.1 After approval of the County by the Architect’s Certificate of Payment,

21.3.1.2 After the satisfaction of the conditions set forth herein, and

21.3.1.3 After thirty-five (35) days after the recording of the Notice of Completion by County.

21.3.2 No interest shall be paid on any retention, or on any amounts withheld due to a failure of the Contractor to perform, in accordance with the terms and conditions of the Contract Documents, except as provided to the contrary in any Escrow Agreement between the County and the Contractor pursuant to Public Contract Code section 22300.

21.4 Substitution of Securities

The County will permit the substitution of securities in accordance with the provisions of Public Contract Code section 22300.

22. UNCOVERING OF WORK

If a portion of the Work is covered without Architect approval or not in compliance with the Contract Documents, it must, if required in writing, including by email, by the County or the Architect, be uncovered for the Architect's observation and be replaced at the Contractor's expense without change in the Job Order Price or Job Order Completion Time.

If a portion of the Work has been covered, which the Project Inspector or the Architect has not specifically requested to observe prior to its being covered, the County, Project Inspector, or the Architect may request to see that Work, and it shall be uncovered by the Contractor. If that Work is in accordance with the Contract Documents, costs of uncover and replacement shall, by appropriate Supplemental Job Order, be charged to the County. If that Work is not in accordance with Contract Documents, the Contractor shall pay these costs unless the condition was caused by the County or a separate contractor, in which event the County shall be responsible for payment of such costs to the Contractor.

23. NONCONFORMING WORK, CORRECTION OF WORK AND COUNTY'S RIGHT TO PERFORM WORK

23.1 Nonconforming Work

23.1.1 Contractor shall promptly remove from Premises all Work identified by County as failing to conform to the Contract Documents whether incorporated or not. Contractor shall promptly replace and re-execute its own Work to comply with the Contract Documents without additional expense to the County and shall bear the expense of making good all work of other contractors destroyed or damaged by any removal or replacement pursuant hereto and/or any delays to the County or other Contractors caused thereby.

23.1.2 If Contractor does not remove Work that County has identified as failing to conform to the Contract Documents within a reasonable time, not to exceed FORTY-EIGHT (48) hours, County may remove it and may store any material at Contractor's expense. If Contractor does not pay expense(s) of that removal within ten (10) days' time thereafter, County may, upon ten (10) days' written notice, sell any material at auction or at private sale and shall deduct all costs and expenses incurred by the County and/or County may withhold those amounts from payment(s) to Contractor.

23.2 Correction of Work

23.2.1 Correction of Rejected Work

Pursuant to the notice provisions herein, the Contractor shall promptly correct the Work rejected by the County or the Architect as failing to conform to the requirements of the Contract Documents, whether observed before or after Completion and whether or not fabricated, installed, or completed. The Contractor shall bear costs of correcting the

rejected Work, including additional testing, inspections, and compensation for the Architect's services and expenses made necessary thereby.

23.2.2 **Warranty Corrections**

If, within the warranty period specified in 00 65 36 Warranty Form, after the date of Completion of the Work or a designated portion thereof, or after the date for commencement of warranties established hereunder, or by the terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the County to do so. This period of two (2) years shall be extended with respect to portions of the Work first performed after Completion by the period of time between Completion and the actual performance of the Work. This obligation hereunder shall survive acceptance of the Work under the Contract and termination of the Contract. The County shall give such notice promptly after discovery of the condition.

23.3 County's Right to Perform Work

23.3.1 If the Contractor should neglect to prosecute the Work of any Job Order properly or fail to perform any provisions of this Contract, the County, after FORTY-EIGHT (48) hours written notice to the Contractor, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor on any or all Job Orders.

23.3.2 If it is found at any time, before or after completion of the Work, that Contractor has varied from the Detailed Scope(s) of Work including Drawings and/or Specifications, including, but not limited to, variation in material, quality, form, or finish, or in the amount or value of the materials and labor cost used, County may require at its option:

23.3.2.1 That all such improper Work be removed, remade or replaced, and all work disturbed by these changes be made good by Contractor at no additional cost to the County;

23.3.2.2 That the County deduct from any amount due Contractor the sum of money equivalent to the difference in value between the work performed and that called for in the Detailed Scope of Work and by the Drawings and Specifications; or

23.3.2.3 That the County exercise any other remedy it may have at law or under the Contract Documents, including but not limited to the County hiring its own forces or another contractor to replace the Contractor's nonconforming Work, in which case the County shall either issue a deductive Supplemental Job Order, a Construction Change Directive, or invoice the Contractor for the cost of that work. Contractor shall pay any invoices within thirty (30) days of receipt of same or County may withhold those amounts from payment(s) to Contractor.

24. TERMINATION AND SUSPENSION

24.1 County's Right to Terminate Contractor for Cause

24.1.1 Grounds for Termination.

The County, in its sole discretion, may terminate the Contract and/or any or all Job Orders and/or terminate the Contractor's right to perform any or all Job Order work of the Contract based upon the following:

24.1.1.1 Contractor refuses or fails to execute the Work or any separable part thereof with sufficient diligence as will ensure its completion within the time specified or any extension thereof, or

24.1.1.2 Contractor fails to complete said Work within the time specified or any extension thereof, or

24.1.1.3 Contractor persistently fails or refuses to perform Work or provide material of sufficient quality as to be in compliance with Contract Documents; or

24.1.1.4 Contractor files a petition for relief as a debtor, or a petition is filed against the Contractor without its consent, and the petition not dismissed within sixty (60) days; or

24.1.1.5 Contractor makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency; or

24.1.1.6 Contractor persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the Work in the time specified; or

24.1.1.7 Contractor fails to make prompt payment to Subcontractors, or for material, or for labor; or

24.1.1.8 Contractor persistently disregards laws, or ordinances, or instructions of County; or

24.1.1.9 Contractor fails to supply labor, including that of Subcontractors, that can work in harmony with all other elements of labor employed or to be employed on the Work; or

24.1.1.10 Contractor or its Subcontractor(s) is/are otherwise in breach, default, or in substantial violation of any provision of this Contract.

24.1.2 **Notification of Termination**

24.1.2.1 Upon the occurrence at County's sole determination of any of the above conditions, County may, without prejudice to any other right or remedy, serve written notice upon Contractor and its Surety of County's termination of this Contract and/or the Contractor's right to perform the work of the

Contract. This notice will contain the reasons for termination. Unless, within three (3) days after the service of the notice, any and all condition(s) shall cease, and any and all violation(s) shall cease, or arrangement satisfactory to County for the correction of the condition(s) and/or violation(s) be made, this Contract shall cease and terminate. Upon Determination, Contractor shall not be entitled to receive any further payment until the entire Work is finished.

24.1.2.2 Upon Termination, County may immediately serve written notice of tender upon Surety whereby Surety shall have the right to take over and perform this Contract only if Surety:

24.1.2.2.1 Within three (3) days after service upon it of the notice of tender, gives County written notice of Surety's intention to take over and perform this Contract; and

24.1.2.2.2 Commences performance of this Contract within (three (3) days from date of serving of its notice to County.

24.1.2.3 If Surety fails to notify County or begin performance as indicated herein, County may take over the Work and execute the Work to completion by any method it may deem advisable at the expense of Contractor and/or its Surety. Contractor and/or its Surety shall be liable to county for any excess cost or other damages the County incurs thereby. Time is of the essence in this Contract. If the County takes over Work as herein provided, County may, without liability for so doing, take possession of and utilize in completing the Work such materials, appliances, plans and other property belonging to Contractor as may be on the Site of the Work, in bonding storage, or previously paid for.

24.1.3 **Effect of Termination**

24.1.3.1 Contractor shall, only if ordered to do so by the County, immediately remove from the Site all or any materials and personal property belonging to Contractor that have not been incorporated in the construction of the Work, or which are not in place in the Work. The County retains the right, but not the obligation, to keep and use any materials and personal property belonging to Contractor that have not been incorporated in the construction of the Work, or which are not in place in the Work. The Contractor and its Surety shall be liable upon the performance bond for all damages caused the County by reason of the Contractor's failure to complete the Contract.

24.1.3.2 In the event that the County shall perform any portion of, or the whole of the Work, pursuant to the provisions of the General Conditions, the County shall not be liable nor account to the Contractor in any way for the time within which, or the manner in which, the Work is performed by the County or for any changes the County may make in the Work or for the money expended by the County in satisfying claims and/or suits and/or other obligations in connection with the Work.

24.1.3.3 In the event that the Contract is terminated for any reason, no allowances or compensation will be granted for the loss of any anticipated profit by the Contractor.

24.1.3.4 If the expense to the County to finish the Work exceeds the unpaid Contract Price, any individual Job OrderPrice, or the aggregate of all outstanding Job Order Prices, Contractor and Surety shall pay difference to County within twenty-one (21) days of County's request.

24.1.3.5 The County shall have the right (but shall have no obligation) to assume and/or assign to a general contractor or construction manager or other third party who is qualified and has sufficient resources to complete the Work, the rights of the Contractor under its subcontracts with any or all Subcontractors. In the event of an assumption or assignment by the County, no Subcontractor shall have any claim against the County or third party for Work performed by Subcontractor or other matters arising prior to termination of the Contract. The County or any third party, as the case may be, shall be liable only for obligations to the Subcontractor arising after assumption or assignment. Should the County so elect, the Contractor shall execute and deliver all documents and take all steps, including the legal assignment of its contractual rights, as the County may require, for the purpose of fully vesting in the County the rights and benefits of it Subcontractor under Subcontracts or other obligations or commitments. All payments due the Contractor hereunder shall be subject to a right of offset by the County for expenses and damages suffered by the County as a result of any default, acts, or omissions of the Contractor. Contractor must include this assignment provision in all of its contracts with its Subcontractors.

24.1.3.6 The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to County.

24.2 Termination of Contractor for Convenience

24.2.1 County in its sole discretion may terminate the Contract or any individual Job Order upon three (3) days written notice to the Contractor. Under a termination for convenience, the County retains the right to all the options available to the County if there is a termination for cause. In case of a termination for convenience, the Contractor shall have no claims against the County except for the direct cost of actual work performed calculated by using the appropriate item in the Construction Task Catalog®, times the quantity to be adjusted, times the appropriate Adjustment Factor.

24.3 Emergency Termination of Public Contracts Act of 1949

24.3.1 This Contract is subject to termination as provided by sections 4410 and 4411 of the Government Code of the State of California, being a portion of the Emergency Termination of Public Contracts Act of 1949.

24.3.1.1 Section 4410 of the Government Code states:

In the event a national emergency occurs, and public work, being performed by contract, is stopped, directly or indirectly, because of the freezing or diversion of materials, equipment or labor, as the result of an order or a proclamation of the President of the United States, or of an order of any federal authority, and the circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work, then the public agency and the contractor may, by written agreement, terminate said contract.

24.3.1.2 Section 4411 of the Government Code states:

Such an agreement shall include the terms and conditions of the termination of the contract and provision for the payment of compensation or money, if any, which either party shall pay to the other or any other person, under the facts and circumstances in the case.

24.3.1.3 Compensation to the Contractor shall be determined at the sole discretion of County on the basis of the reasonable value of the Work done, including preparatory work. As an exception to the foregoing and at the County's discretion, in the case of any fully completed separate item or portion of the Work for which there is a separate previously submitted unit price or item on the accepted schedule of values, that price shall control. The County, at its sole discretion, may adopt the Contract Price as the reasonable value of the work done or any portion thereof.

25. CLAIMS AND DISPUTES

25.1 Performance During Claim Process

The Contractor shall continue to perform its Work under the Contract and shall not cause a delay of the Work during any dispute, claims definition, negotiation, mediation, or arbitration proceeding, except by written agreement by the County.

25.2 Definition of Claim

25.2.1 For purposes of this section, a “Claim” means a separate demand by the Contractor for:

25.2.1.1 A time extension,

25.2.1.2 Payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or

25.2.1.3 Payment of money that the County disputes is owing.

25.3 Claim Presentations

25.3.1 If Contractor intends to claim an increase in the Job Order Price or Job Order

Time for any reason including, without limitation, the acts of County or its agents, Contractor shall, within ten (10) days after the event giving rise to the claim, give notice of the claim in writing and submit to the County a written statement of the damage sustained or time requested. On or before twenty (20) days after Contractor's written notice of claim, Contractor shall file with the County an itemized statement of the details and amounts of its claim for any increase in the Job Order Price or Job Order Completion Time. Contractor must timely submit the Notice of Claim and the substantiating documentation for any claim. Otherwise, Contractor shall have waived and relinquished its claim against the County and Contractor's claims for compensation or an extension of time shall be forfeited and invalidated, and Contractor shall not be entitled to consideration for payment or time on account of the instant matter.

25.3.2 The attention of the Contractor is drawn to Government Code §12650, et seq. regarding penalties for false claims.

25.3.3 Contractor shall file with the County any written Claim, including the documents necessary to substantiate it, on or before the day of final payment on the Contract.

25.3.4 The Contractor shall not cause a delay of the Work during any dispute, claims definition, negotiation, mediation, or arbitration proceeding, except by written agreement by the County.

25.3.5 The Contractor shall bind all its Subcontractors, material persons, and suppliers to the provisions of this section on mediation and arbitration and will hold the County harmless against disputes and claims by Subcontractors, material persons, or suppliers.

25.4 Claim Resolution

25.4.1 In the event of a dispute between the parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for Work performed or not performed, the parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code §9204, if applicable. Pending resolution of the dispute, if the dispute is not resolved, Contractor agrees it will neither rescind the Contract nor stop the progress of the Work but will allow determination by a court of the State of California having competent jurisdiction of the dispute, after the Project has been completed, and not before.

25.4.2 For all Claims which arise between a Contractor and a local agency, the procedure set forth in Public Contract Code § 9204 shall apply:

25.4.2.1 The County shall respond in writing within forty-five (45) days of receipt of the Claim identifying what portion of the Claim is disputed and what portion is undisputed.

25.4.2.1.1 Upon receipt of a Claim, County, and Contractor may by mutual agreement, extend the time period for County to respond.

25.4.2.1.2 Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the County issues its written response to the Claim.

25.4.3 If Contractor disputes County's written response, or if County fails to respond to a Claim issued pursuant to this § 25 within the time prescribed, Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute.

25.4.3.1 Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, County shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

25.4.4 Within ten (10) business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the County shall provide Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed.

25.4.4.1 Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the County issues its written statement.

25.4.5 Any disputed portion of the Claim, as identified by the statement referenced in § 25.4.4 shall be submitted to nonbinding mediation, with the County and Contractor sharing the associated costs equally.

25.4.5.1 County and Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the claim has been identified in writing.

25.4.5.2 If County and Contractor cannot agree to a mediator, each party shall select a mediator, and those

mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim.

25.4.5.3 County and Contractor shall each bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

25.4.5.4 If mediation is unsuccessful the parts of the claim remaining in dispute shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with § 1141.10) of the Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding § 1141.11 of that code. The Civil Discovery Act of 1986, (Article 3 (commencing with § 2016) of Chapter 3 of Title 3 of part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

25.4.6 The County shall not fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the Contract Documents. Unpaid claim amounts not paid in a timely manner will accrue interest at seven percent (7%) per annum. In any suit filed pursuant to this section, the County shall pay interest at the legal rate on any arbitration award or judgment. Interest shall begin to accrue on the date the suit is filed in a court of law.

25.4.7 If a Subcontractor or lower-tier subcontractor lacks legal standing to assert a Claim against County because privity of contract does not exist, Contractor may present County a Claim on behalf of a Subcontractor or lower-tier Subcontractor. A Subcontractor may request, in writing, either on his or her own behalf or that of a lower-tier Subcontractor, that Contractor present a Claim for work which was performed by Subcontractor, or by a lower-tier Subcontractor on behalf of Subcontractor. Subcontractor requesting that the claim be presented to County must furnish reasonable documentation to support the Claim. Within forty-five (45) days of receipt of this written request, Contractor must notify Subcontractor in writing as to whether Contractor presented the Claim to County, and, if Contractor did not present the Claim, provide Subcontractor with a written statement of the reasons for not having done so.

25.4.3

26. LABOR, WAGE & HOUR, APPRENTICE, AND RELATED PROVISIONS

26.1 Wage Rates, Travel, and Subsistence

26.1.1 Pursuant to the provisions of article 2 (commencing at section 1770), chapter 1,

part 7, division 2, of the Labor Code of California, the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public work is to be performed for each craft, classification, or type of worker needed to execute this Contract are on file at the County's principal office and copies will be made available to any interested party on request. Contractor shall obtain and post a copy of these wage rates at the job site.

26.1.2 Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half times the above specified rate of per diem wages, unless otherwise specified. The holidays upon which those rates shall be paid need not be specified by the County, but shall be all holidays recognized in the applicable collective bargaining agreement. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code.

26.1.3 Contractor shall pay and shall cause to be paid each worker engaged in Work on the Project not less than the general prevailing rate of per diem wages determined by the Director of the Department of Industrial Relations ("DIR") ("Director"), regardless of any contractual relationship which may be alleged to exist between Contractor or any Subcontractor and such workers.

26.1.4 Contractor shall pay and shall cause to be paid to each worker needed to execute the Work on the Project travel and subsistence payments, as such travel and subsistence payments are defined in the applicable Collective Bargaining Agreements filed with the Department of Industrial Relations in accordance with Labor Code section1773 et seq.

26.1.5 If during the period this bid is required to remain open, the Director determines that there has been a change in any prevailing rate of per diem wages in the locality in which the Work under the Contract is to be performed, such change shall not alter the wage rates in the Notice to Bidders or the Contract subsequently awarded.

26.1.6 Pursuant to Labor Code section 1775, Contractor shall, as a penalty to County, forfeit the statutory amount for each calendar day, or portion thereof, for each worker paid less than the prevailing rates, determined by the County and/or the Director, for the work or craft in which that worker is employed for any public work done under Contract by Contractor or by any Subcontractor under it. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by Contractor.

26.1.7 Any worker employed to perform Work on the Project, which Work is not covered by any classification listed in the general prevailing wage rate of per diem wages determined by the Director, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to Work to be performed by him, and such minimum wage rate shall be retroactive to time of initial employment of such person in such classification.

26.1.8 Pursuant to Labor Code section 1773.1, per diem wages are deemed to include

employer payments for health and welfare, pension, vacation, travel time, subsistence pay, and apprenticeship or other training programs authorized by section 3093, and similar purposes.

26.1.9 Contractor shall post at appropriate conspicuous points on the Site of Project, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned. In addition, Contractor shall post a sign-in log for all workers and visitors to the Site, a list of all subcontractors of any tier on the Site, and the required Equal Employment Opportunity poster(s).

26.1.10 Contractor agrees to utilize a skilled and trained workforce for individual Job Orders with a construction value under $1,000,000 in accordance with Sections 2600 through2603 of the Public Contract Code.

26.1.11 Contractor stipulates that it shall comply with all requirements of PROJECT STABILIZATION/COMMUNITY BENEFITS AGREEMENT of the COUNTY OF ALAMEDA for individual Job Orders with a construction value of $1,000,000 or more, and shall pay to persons performing labor in and about the Work provided for in the Contract an amount equal to or more than the following:

26.1.11.1 Wage rate and fringe benefit payments and classification for that person's corresponding labor classification as required by the Department of Industrial Relations;

26.1.11.2 Wage rate and fringe benefit payments and classification for that person's corresponding labor classification as required under the PROJECT STABILIZATION/COMMUNITY BENEFITS AGREEMENT of the COUNTY OF ALAMEDA and California Labor Code.

26.1.12 If there are conflicts between the Wage rate and fringe benefit payments and classification between the Department of Industrial Relations and the PROJECT STABILIZATION/COMMUNITY BENEFITS AGREEMENT of the COUNTY OF ALAMEDA, Contractor shall pay the higher wage rate and fringe benefits.

26.2 Hours of Work

26.2.1 As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code, eight (8) hours of labor shall constitute a legal days work. The time of service of any worker employed at any time by Contractor or by any Subcontractor on any subcontract under this Contract upon the Work or upon any part of the Work contemplated by this Contract shall be limited and restricted by Contractor to eight (8) hours per day, and forty (40) hours during any one week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, Work performed by employees of Contractor in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

26.2.2 Contractor shall keep and shall cause each Subcontractor to keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by Contractor in connection with the Work or any part of the Work contemplated by this Contract. The record shall be kept open at all reasonable hours to the inspection of County and to the Division of Labor Standards Enforcement of the DIR.

26.2.3 Pursuant to Labor Code section 1813, Contractor shall as a penalty to the County forfeit the statutory amount for each worker employed in the execution of this Contract by Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code.

26.2.4 Any Work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to the County.

26.3 Payroll Records

26.3.1 County will use the Alameda County Contract Compliance System, including the Elation Systems, Inc. program, to monitor contract and labor compliance. Contractor shall use the Compliance System to meet County's requirements, and shall participate in training as directed by County in order to become and remain competent in the use of the Compliance System.

26.3.2 Pursuant to the provisions of section 1776 of the Labor Code, notice is hereby given that Contractor shall prepare and provide to the County and shall cause each Subcontractor performing any portion of the Work under this Contract to prepare and provide to the County an accurate and certified payroll record ("CPR(s)"), showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each Subcontractor in connection with the Work.

26.3.3 The CPRs enumerated hereunder shall be certified and shall be provided to the County on a weekly basis. The CPRs from the Contractor and each Subcontractor for each week shall be provided on or before Wednesday of the week following the week covered by the CPRs. County shall not make any payment to Contractor until:

26.3.3.1 Contractor and/or its Subcontractor(s) provide CPRs acceptable to the County, and

26.3.3.2 The County is given sufficient time to review and/or audit the CPRs to determine their acceptability. Any delay in Contractor and/or its Subcontractor(s) providing CPRs to the County in a timely manner will directly delay the County's review and/or audit of the CPRs and Contractor's payment.

26.3.4 All CPRs shall be available for inspection at all reasonable hours at the principal

office of Contractor on the following basis:

26.3.4.1 A certified copy of an employee's CPR shall be made available for inspection or furnished to the employee or his/her authorized representative on request.

26.3.4.2 CPRs shall be made available for inspection or furnished upon request to a representative of County, Division of Labor Standards Enforcement, Division of Apprenticeship Standards, and/or the Department of Industrial Relations.

26.3.4.3 CPRs shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through the County, Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested CPRs have not been provided pursuant to the provisions herein, the requesting party shall, prior to being provided the records reimburse the costs of preparation by Contractor, Subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of Contractor.

26.3.5 The form of certification for the CPRs shall be as follows:

> I, (Name-Print), the undersigned, am the (Position in business) with the authority to act for and on behalf of (Name of business and/or Contractor), certify under penalty of perjury that the records or copies thereof submitted and consisting of (Description, number of pages) are the originals or true, full, and correct copies of the originals which depict the payroll record(s) of actual disbursements by way of cash, check, or whatever form to the individual or individual named, and (b) we have complied with the requirements of sections 1771, 1811, and 1815 for any work performed by our employees on the Project.
>
> Date: Signature:
>
> (Section 16401 of the California Code of Regulations)

26.3.6 Each Contractor shall file a certified copy of the CPRs with the entity that requested the records within ten (10) days after receipt of a written request.

26.3.7 Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by County, Division of Apprenticeship Standards, or Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of Contractor awarded Contract or performing Contract shall not be marked or obliterated.

26.3.8 Contractor shall inform County of the location of the records enumerated hereunder, including the street address, city, and county, and shall, within five (5)

working days, provide a notice of change of location and address.

26.3.9 In the event of noncompliance with the requirements of this section, Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects Contractor must comply with this section. Should noncompliance still be evident after the ten (10) day period, Contractor shall, as a penalty to County, forfeit twenty-five dollars ($25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of Division of Apprenticeship Standards or Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

26.3.10 It shall be the responsibility of Contractor to ensure compliance with the provisions of Labor Code section 1776.

26.4 Apprentices

26.4.1 Contractor acknowledges and agrees that, if this Contract involves a dollar amount greater than or a number of working days greater than that specified in Labor Code section 1777.5, then this Contract is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of Contractor to ensure compliance with this Article and with Labor Code section 1777.5 for all apprenticeship occupations.

26.4.2 Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall be employed provided they are properly registered in full compliance with the provisions of the Labor Code.

26.4.3 Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he/she is employed, and shall be employed only at the work of the craft or trade to which she/he is registered.

26.4.4 Only apprentices, as defined in section 3077 of the Labor Code, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing at section 3070), division 3, of the Labor Code, are eligible to be employed. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he/she is training.

26.4.5 Pursuant to Labor Code section 1777.5, if that section applies to this Contract as indicated above, Contractor and any Subcontractors employing workers in any apprentice able craft or trade in performing any Work under this Contract shall apply to the applicable joint apprenticeship committee for a certificate approving the Contractor or Subcontractor under the applicable apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the Work.

26.4.6 Pursuant to Labor Code section 1777.5, if that section applies to this Contract as indicated above, Contractor and any Subcontractor may be required to make contributions to the apprenticeship program.

26.4.7 If Contractor or Subcontractor willfully fails to comply with Labor Code section 1777.5, then, upon a determination of noncompliance by the Administrator of Apprenticeship, it shall:

26.4.7.1 Be denied the right to bid on any subsequent project for one (1) year from the date of such determination;

26.4.7.2 Forfeit as a penalty to County the full amount as stated in Labor Code section 1777.7. Interpretation and enforcement of these provisions shall be in accordance with the rules and procedures of the California Apprenticeship Council and under the authority of the Chief of the Division of Apprenticeship Standards.

26.4.8 Contractor and all Subcontractors shall comply with Labor Code section 1777.6, which section forbids certain discriminatory practices in the employment of apprentices.

26.4.9 Contractor shall become fully acquainted with the law regarding apprentices prior to commencement of the Work. Special attention is directed to sections 1777.5, 1777.6, and 1777.7 of the Labor Code, and title 8, California Code of Regulations, section 200 et seq. Questions may be directed to the State Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, California 94102.

26.5 Non-Discrimination

26.5.1 Contractor herein agrees not to discriminate in its recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, national origin, ancestry, sex, age, or physical handicap in the performance of this Contract and to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246, and all administrative rules and regulations found to be applicable to Contractor and Subcontractor.

26.5.2 Special requirements for Federally Assisted Construction Contracts: During the performance of this Contract, Contractor agrees to incorporate in all subcontracts the provisions set forth in Chapter 60-1.4(b) of Title 41 published in Volume 33 No. 104 of the Federal Register dated May 28, 1968.

26.6 Labor First Aid

Contractor shall maintain emergency first aid treatment for Contractor's workers on the Project which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.) and the California Occupational Safety and Health Act of 1973 (8 Cal. Code of Regs., §1 et seq.).

27. MISCELLANEOUS

27.1 Assignment of Antitrust Actions

27.1.1 Section 7103.5(b) of the Public Contract Code states:

In entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the

Cartwright Act (Chapter 2 (commending with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

27.1.2 Section 4552 of the Government Code states:

In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

27.1.3 Section 4553 of the Government Code states:

If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

27.1.4 Section 4554 of the Government Code states:

Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

27.1.5 Under this Article, “public purchasing body” is County and “bidder” is Contractor.

27.2 Excise Taxes

If, under Federal Excise Tax Law, any transaction hereunder constitutes a sale on which a Federal Excise Tax is imposed and the sale is exempt from such Federal Excise Tax because it is a sale to a State or Local Government for its exclusive use, County, upon request, will execute documents necessary to show (1) that County is a political subdivision of the State for the purposes of such exemption, and (2) that the sale is for the exclusive use of County. No Federal Excise Tax for such materials shall be included in any Job Order Price.

27.3 Taxes

Job Order Price is to include any and all applicable sales taxes or other taxes that may be due in accordance with section 7051 of the Revenue and Taxation Code; Regulation 1521 of the State Board of Equalization or any other tax code that may be applicable.

27.4 Shipments

All shipments must be F.O.B. destination to Site or sites, as indicated in the Contract Documents. There must be no charge for containers, packing, unpacking, drayage, or insurance. The total Job Order Price shall be all inclusive (including sales tax) and no additional costs of any type will be considered.

END OF DOCUMENT

DOCUMENT 00 73 13

SPECIAL CONDITIONS

1. Mitigation Measures

Contractor shall comply with all applicable mitigation measures, if any, adopted by any public agency with respect to any Job Order pursuant to the California Environmental Quality Act. (Public Resources Code section 21000 et. seq.)

2. Substitution for Specified Items

2.1. Requests for substitutions shall be provided with the Job Order Proposal Package prior to the Job Order Notice To Proceed.

2.2. Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words “or equal.” Contractor may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified.

2.2.1. If the material, process, or article offered by Contractor is not, in the opinion of the County, substantially equal or better in every respect to that specified, then Contractor shall furnish the material, process, or article specified in the Specifications without any additional compensation or Supplemental Job Order.

2.2.2. This provision shall not be applicable with respect to any material, product, thing or service for which County made findings and gave notice in accordance with Public Contract Code section 3400(b); therefore, Contractor shall not be entitled to request a substitution with respect to those materials, products or services.

2.3. A request for a substitution shall be in writing and shall include:

2.3.1. All variations of the proposed substitute from the material specified including, but not limited to, principles of operation, materials, or construction finish, thickness or gauge of materials, dimensions, weight, and tolerances;

2.3.2. Available maintenance, repair or replacement services;

2.3.3. Increases or decreases in operating, maintenance, repair, replacement, and spare parts costs;

2.3.4. Whether or not acceptance of the substitute will require other changes in the Work (or in work performed by the County or others under Contract with the County); and

2.3.5. The time impact on any part of the Work resulting directly or indirectly from acceptance of the proposed substitute.

2.4. No substitutions shall be made until approved, in writing, by the County. The burden of proof as to equality of any material, process, or article shall rest with Contractor. The Contractor warrants that if substitutes are approved:

2.4.1. The proposed substitute is equal or superior in all respects to that specified, and that such proposed substitute is suitable and fit for the intended purpose and will perform adequately the function and achieve the results called for by the general design and the Contract Documents;

2.4.2. The Contractor provides the same warranties and guarantees for the substitute that would be provided for that specified;

2.4.3. The Contractor shall be fully responsible for the installation of the substitute and any changes in the Work required, either directly or indirectly, because of the acceptance of such substitute, with no increase in Job Order Sum or Job Order Time. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Job Order Sum or Job Order Time;

2.4.4. The Contractor shall be responsible for any re-design costs occasioned by County's acceptance and/or approval of any substitute; and

2.4.5. The Contractor shall, in the event that a substitute is less costly than that specified, credit the County with one hundred percent (100%) of the net difference between the substitute and the originally specified material. In this event, the Contractor agrees to execute a deductive Supplemental Job Order to reflect that credit.

2.5. In the event Contractor furnishes a material, process, or article more expensive than that specified, the difference in the cost of that material, process, or article so furnished shall be borne by Contractor.

2.6. In no event shall the County be liable for any increase in Job Order Sum or Job Order Time due to any claimed delay in the evaluation of any proposed substitute or in the acceptance or rejection of any proposed substitute.

3. Weather Days

3.1 Delays due to adverse weather conditions will only be permitted in compliance with the provisions in the General Conditions and only if the number of days of adverse weather exceeds the following parameters and only if Contractor can verify that adverse weather caused delays exceeded the following number of days:

January	**[11]**	July	**[0]**
February	**[10]**	August	**[0]**
March	**[10]**	September	**[1]**
April	**[6]**	October	**[4]**
May	**[3]**	November	**[7]**
June	**[1]**	December	**[10]**

4. **Insurance Policy Limits**. All of Contractor's insurance shall be with insurance companies with an A.M. Best rating of no less than A: XI.

The limits of insurance shall not be less than:

Commercial General Liability	Each Occurrence	Refer to Exhibit C
	General Aggregate	Refer to Exhibit C
	Product Liability and Completed Operations	Refer to Exhibit C
Automobile Liability – Any Auto	Combined Single Limit	Refer to Exhibit C
Excess Liability		Refer to Exhibit C
Workers Compensation		Refer to Exhibit C
Employers' Liability		Refer to Exhibit C
Installation Floaters		Refer to Exhibit C

5. Permits, Certificates, Licenses, Fees, Approval

5.1 **Payment for Permits, Certificates, Licenses, and Fees**. As required in the General Conditions, the Contractor shall secure and pay for all permits, licenses and certificates necessary for the prosecution of the Work with the exception of the following:

2.6.1. E.g. (water connection fees)

2.6.2. E.g. (sewer connection fees)

With respect to the above listed items, Contractor shall be responsible for securing such items, however, County will be responsible for payment of these charges or fees. Contractor shall notify the County of the amount due with respect to such items and to whom the amount is payable. Contractor shall provide the County with an invoice and receipt with respect to such charges or fees.

6. Administration of Job Orders

6.1 The County may award an individual Job Order to any selected Contractor. Selection of the Contractor and award of the Job Order will be in compliance with established County procedures and based on one or more of the following criteria:

6.1.1 Rotational selection among all Contractors, unless otherwise determined by the Owner.

6.1.2 Evaluation of past and current performance on Job Orders of a similar nature and type of work, project size, construction management challenges, schedule performance, design management requirements, etc.

6.1.3 Balancing of work load (Job Order dollar volume and construction backlog) among Contractors.

6.1.4 Management of Job Order dollar volume within bonding limitations of the Contractor.

6.1.5 Price, as it relates to the Owner's independent cost estimate.

6.1.6 Contractor's responsiveness to the Owner on Job Orders.

6.1.7 Other appropriate criteria as deemed in the best interest of the Owner.

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

6.3 Contractor will perform Work only as authorized by Job Orders issued by the County in accordance with the 'Administration of Job Orders'. The Contractor must perform all Job Orders assigned to it during the Contract Term, up to and

including the Maximum Contract Value. The County must order at least the Minimum Contract Value.

6.4 The Contractor must provide all pricing, management, stamped or unstamped design drawings, shop drawings, documents, labor, materials, parts (to include system components), transportation, plant, supervision, and equipment needed to perform each Job Order. The Contractor must provide quality assurance as specified in strict accordance with the Contract and, if applicable, Job Order.

6.5 In addition to the tasks and requirements stated in the Construction Task Catalog® and Task Specifications, the County may require Non Pre-priced Tasks incidental to work described in the Job Order. The parties will price these Non-Pre-priced Tasks in accordance with the procedures set forth in the 'Administration of Job Orders'.

6.6 As Directed by the County, the Contractor will provide incidental architectural or engineering design services in accordance with applicable State laws and the County's insurance and indemnification requirements. All documents are subject to review and approval of the County. The County may require that design documents be prepared and provided in Computer Aided Design (CAD) format.

6.7 Each Job Order will be prepared under the direction of the County.

6.8 County staff will notify the Contractor in writing of a Joint Scope Meeting to discuss a potential Job Order. County staff will send the Job Order and Detailed Scope of Work electronically through eGordian®.

6.9 Contractor will post the Detailed Scope of Work and associated subcontractor trades with DIR and ECOP compliance to the eGordian® website.

6.10 Prior to the Joint Scope Meeting, the County will provide the Contractor with all appropriate information and documentation, if any, pertaining to the potential Job Order. The Contractor and their primary trade(s) will participate in the Joint Scope Meeting and will visit the proposed site with County staff. At the Joint Scope Meeting the following items will be discussed:

6.10.1 Job Order number and title;

6.10.2 Existing site conditions;

6.10.3 Presence of Hazardous Materials;

6.10.4 Methods and alternatives for accomplishing work;

6.10.5 Definition and refinement of requirements;

6.10.6 Detailed Scope of Work;

6.10.7 Requirements for stamped & unstamped design drawings, sketches, submittals, catalogue cuts, samples, shop drawings, etc.;

6.10.8 Tentative construction schedule (bar chart or critical path method schedule);

6.10.9 Liquidated Damages;

6.10.10 Preliminary quantity estimates;

6.10.11 Staging areas and site access;

6.10.12 Hours of operation;

6.10.13 Special conditions regarding unique facility operations;

6.10.14 Safety requirements;

6.10.15 Special insurance requirements; and

6.10.16 Job Order Proposal due date.

6.11 Making information available to Contractor is not to be construed in any way as a waiver of the aforesaid provisions, and Contractor must satisfy itself through its own investigations as to conditions to be encountered.

6.12 Upon completion of the joint scoping process, the County will prepare a draft Detailed Scope of Work referencing any sketches, drawings, photographs, and specifications required to document accurately the work to be accomplished. The Contractor shall review the Detailed Scope of Work and request any required changes or modifications. When an acceptable Detailed Scope of Work has been prepared, the County will issue a Request for Job Order Proposal and the Detailed Scope of Work. The Request for Job Order Proposal will include any liquidated damages requirements and a construction duration. The Detailed Scope of Work will be the basis on which the Contractor will develop its Job Order Proposal and the County will evaluate the Job Order Proposal. The Contractor does not have the right to refuse to perform any task or any work in connection with a particular Job Order.

6.13 Job Order Price Proposal Development

The Contractor shall prepare and submit the Job Order Price Proposal utilizing the Owner furnished eGordian® software in accordance with the following:

6.13.1 Pre-priced Tasks: The Contractor will identify the task and quantities required from the Construction Task Catalog® (CTC). The Unit Price set forth in the CTC serves as the base price.

6.13.2 Non-Pre-priced Tasks (NPP): Non-Pre-priced Tasks, if any, must be separately identified in the Proposal. Information submitted in support of Non-Pre-priced Tasks includes, but is not be limited to, the following:

a. Complete specifications and technical data, including task content, support drawings, task cost data, quality control and inspection requirements.
b. Work schedule.
c. If the Contractor will perform the work with its own forces, it shall submit three independent quotes for all material to be installed and shall, to the extent possible, use Pre-priced Tasks for labor and equipment from the Construction Task Catalog®. If the work is to be subcontracted, the Contractor must submit three independent quotes from subcontractors. The Contractor shall not submit a quote or bid from any supplier or subcontractor that the Contractor is not prepared to use. The Owner may require additional quotes and bids if the suppliers or subcontractors are not acceptable or if the prices are not reasonable.
d. Cost data will include a cost analysis report, establishing the basis for selecting the approach proposed for accomplishment of the task. Unless otherwise directed by the County, cost data will be submitted demonstrating that the Contractor sought and received three price quotes. The Contractor will provide an installed Unit Price (or demolition price if appropriate) which will include all costs required to accomplish the Non-Pre-priced Task.
e. The final price submitted for Non-Pre-priced Tasks which are performed by the Contractor will be according to the following formula:
    1. A=direct labor cost and fringe benefits per prevailing wage rates
    2. B=direct material costs (supported by quotes)
    3. C=direct equipment costs (supported by official posted state rental rates)
    4. D=allowable overhead costs = A x 25% (i.e. workers compensation insurance
    5. E=allowable profit = (A + B + C) x 10%
f. The final price submitted for Non-Pre-priced Tasks which are performed by a subcontractor is according to the following formula:
    1. F=subcontractor costs (supported by quotes)
    2. G=Contractor allowance for subcontractor costs = F x 15%
g. Total cost of Non-Pre-priced Task = A + B + C + D + E + F + G
h. Following approval by the County of a Non-Pre-priced Task, the Non-Pre-priced Task Unit Price will be entered into the computer data base and fixed as a permanent pre-priced task which will no longer require price justification.

i. The total extended price for the Non-Pre-priced Task will be determined by multiplying the task Unit Price by the quantity required. The price offered in the Proposal will be determined by multiplying the total extended price by an Adjustment Factor of 1.00 (one).
j. The County's determination as to whether an item is a pre-priced task or a Non-Pre-priced Task is final, binding and conclusive as to the Contractor.

6.13.3 The Job Order Sum shall be the value of the approved Job Order Price Proposal.

6.13.4 The value of the Job order Price Proposal shall be calculated by summing the total of the calculations for each Pre-priced Task (unit price x quantity x Adjustment Factor) plus the value of all Non-Pre-priced Tasks.

6.13.5 The Contractor's Job Order Proposal must include support documentation to indicate that adequate engineering and planning for the Job Order has been done, and that the tasks proposed are reasonable for the Work to be performed. Documentation to be submitted must include, but not be limited to:
a. Job Order Price Proposal
b. Stamped & unstamped design drawings, calculations, specifications
c. Catalog cuts
d. Subcontractor and material supplier list
e. ECOP Documents including DIR registration number and M/W/S/LBE certification for all subcontractors per Job Order
f. Construction schedule
g. Safety Plan
h. Special Insurance
i. For special equipment a copy of the warranty document may be required.

6.13.6 Contractor shall make the necessary arrangements for and obtain all filings and permits required for the Work, including the preparation of all drawings, sketches, calculations and other documents and information that may be required therefor. If the Contractor is required to pay an application fee for filing a project, a fee to obtain a building permit, or any other permit fee to the City, State or some other governmental or regulatory agency, then the amount of such fee paid by the Contractor for which a receipt is obtained shall be treated as a Reimbursable Task to be paid without mark-up. The cost of expediting services or equipment use fees are not reimbursable.

6.13.7 Contractor's Proposal must be submitted by the date indicated on the Request for Job Order Proposal. An incomplete Job Order Proposal may be rejected. The time allowed for preparation of the Contractor's

Proposal will depend on the complexity and urgency of the Job Order but should average between seven and fourteen days. On complex Job Orders, such as Job Orders requiring engineering/architectural drawings and approvals and permits, adequate time will be provided for preparation and submittal of the necessary documents and the Proposal. In urgent situations and minor maintenance and repair Job Orders requiring immediate completion, the Proposal may be required quickly and the due date will be so indicated on the Request for Proposal or, as described below, the Contractor may be directed to begin work immediately with the paperwork to follow.

6.13.8 By submitting a Job Order Proposal to the County, the Contractor agrees to accomplish the Detailed Scope of Work in accordance with the Request for Proposal at the price submitted. It is the Contractor's responsibility to include the necessary tasks and quantities in the Job Order Price Proposal and apply the appropriate Adjustment Factor(s) prior to delivering it to the County.

6.13.9 If the Contractor requires clarifications or additional information regarding the Detailed Scope of Work in order to prepare the Job Order Proposal, the request must be submitted so that the submittal of the Job Order Proposal is not delayed.

6.14 Review of Job Order Proposal

6.14.1 The County reserves the right to reject a Job Order Proposal for any reason. The County also reserves the right not to issue a Job Order if that is determined to be in the best interests of the County to do so or if the proposed cost exceeds the County's estimate. In these instances, the Contractor has no entitlement to reimbursement for any costs arising out of or related to the development of the Job order including but not limited to the costs to attend the Joint Scope Meeting, review the Detailed Scope of Work, prepare a Job Order Proposal (including incidental architectural and engineering services), subcontractor costs, and the costs to review the Job order Proposal with the Owner. The County may pursue the performance of any Work by other means.

6.14.2 By submitting a Job Order Proposal to the County, the Contractor agrees to accomplish the Detailed Scope of Work in accordance with the Request for Proposal at the lump sum price submitted. It is the Contractor's responsibility to include all necessary tasks and quantities in the Proposal.

6.14.3 The County will evaluate the Job Order Proposal, including the correct tasks and quantities, and determine if the Contractor proposes to

accomplish the Detailed Scope of Work in a manner acceptable to the County.

6.14.4 The Contractor may choose the means and methods of construction; subject however, to the County's right to reject any means and methods proposed by the Contractor that:

.a Will constitute or create a hazard to the work, or to persons or property;

.b Will not produce finished Work in accordance with the terms of the Contract; or

.c Unnecessarily increases the price of the Job Order when alternative means and methods are available.

6.15 Issuance of the Job Order

6.15.1 A Job Order signed by the County will be provided to the Contractor. Each Job Order includes a Detailed Scope of Work. After the County issues a Job Order the Contractor's Job Order Price Proposal is superseded by the Job Order. All provisions of this Contract are applicable to each Job Order. Job Orders will be written on an appropriate form.

6.15.2 The County will issue a Job Order Notice to Proceed for each Job Order which will detail the construction start and end dates and any liquidated damages requirements.

6.15.3 The County may direct the Contractor to undertake and possibly complete urgent work prior to the issuance of a Job Order. The Contractor will be compensated in accordance with the provisions of this Contract.

6.16 Unilateral Job Order.

If the Contractor has failed to submit a Job Order Proposal in response to a Job Order Proposal Request or the parties have failed to reach an agreement after the submission of a Job Order Proposal, the County may issue a Unilateral Job Order. Compensation for the Work shall be in accordance with the terms and conditions of the Contract. The Contractor must commence Work under the Unilateral Job Order in the time stated therein. Failure to commence and complete work in accordance with the Unilateral Job Order may result in termination of the Contract for cause. The issuance of a Unilateral Job Order will not prejudice any of Contractor's rights to make claims or appeal disputed matters.

6.17 Computer and Communications Equipment Requirements

The Contractor shall maintain at its office for its use a computer with, at a minimum, a 1 GHz processor and an internet connection. The Contractor shall maintain individual email accounts for each of its project managers.

6.18 Job Order Contracting Software

6.18.1 The County selected The Gordian Group's (Gordian) Job Order Contracting ("JOC") Solution (Gordian JOC Solution TM) for their JOC program. The Gordian JOC Solution includes Gordian's proprietary eGordian® JOC application (JOC Applications) and construction cost data (Construction Task Catalog®), which shall be used by the Contractor to prepare and submit Job Order Price Proposals, subcontractor lists, and other requirements specified by the County. The Contractor shall be required to execute Gordian's JOC System License and Fee Agreement, and pay a JOC System License Fee to obtain access to Gordian's JOC Solution. The Contractor's use, in whole or in part, of Gordian's JOC Applications, Construction Task Catalog® and other proprietary materials provided by Gordian for any purpose other than to execute work under this Contract for the County is strictly prohibited unless otherwise approved in writing by Gordian. The Contractor hereby agrees to abide by the terms of the following JOC System License. A separate User Agreement will be set between the Gordian Group and each of the awarded Prime contractors.

6.18.2 Job Order Contracting System License:

.a Gordian by way of separate user agreement (exhibit A) will grant the Contractor, privilege, and license to Gordian's proprietary JOC System and related proprietary materials (collectively referred to as "Proprietary Information") to be used for the sole purpose of executing Contractor's responsibilities to the Owner under this Contract. The Contractor hereby agrees that Proprietary Information shall include, but is not limited to, Gordian's JOC Applications and support documentation, Construction Task Catalog®, training materials and other Gordian provided proprietary materials. In the event this Contract expires or terminates as provided herein, or Gordian's Contract with the County expires or terminates, or County fails to pay the JOC System License Fee specified in this Contract, this JOC System License shall terminate and the Contractor shall return all Proprietary Information in its possession to Gordian.

.b In consideration for a non-exclusive, non-transferable, license to the Gordian JOC Solution, the County on behalf of the Contractor shall pay Gordian a license fee ("Contractor License Fee") equal to one

percent (1%) of the value of each Job Order, Purchase Order or other similar purchasing document ("Purchase Order") issued to the Contractor by the County. The 1% Contractor License Fee shall be repaid to the County as reflected as a 1% deduction in each job Order's Notice to proceed document.

.c The Contractor acknowledges that disclosure of Proprietary Information will result in irreparable harm to Gordian for which monetary damages would be an inadequate remedy and agrees that no such disclosure shall be made to anyone without first receiving the written consent of Gordian. The Contractor further acknowledges and agrees to respect the copyrights, registrations, trade secrets, and other proprietary rights of Gordian in the Proprietary Information during and after the term of this Contract and shall at all times maintain complete confidentiality with regard to the Proprietary Information provided to the Contractor.

END OF DOCUMENT

DOCUMENT 00 73 49

PROJECT STABILIZATION/COMMUNITY BENEFIT AGREEMENT For the COUNTY OF ALAMEDA And California Prevailing Wage Requirements

1. Summary

1.1. In addition to Labor, Wage & Hour, Apprentice, and related provisions described in Document 00 72 13 Section 26; the Work performed pursuant to this Contract is subject to the requirements of the "PROJECT STABILIZATION/COMMUNITY BENEFITS AGREEMENT for the COUNTY OF ALAMEDA" ("PSCBA"). The Contractor agrees to be party to and bound by the "PROJECT STABILIZATION/COMMUNITY BENEFITS AGREEMENT for the COUNTY OF ALAMEDA". Contractor agrees to execute the "PROJECT STABILIZATION/ COMMUNITY BENEFITS AGREEMENT for the COUNTY OF ALAMEDA Letter of Assent" and shall require all of its subcontractors, of whatever tier, to become similarly bound for all work within the scope of this Contract by signing an identical Letter of Assent.

2. PROJECT STABILIZATION/COMMUNITY BENEFIT AGREEMENT for the COUNTY OF ALAMEDA

2.1. The PROJECT STABILIZATION/COMMUNITY BENEFITS AGREEMENT for the COUNTY OF ALAMEDA (PSCBA) is included for reference in PROJECT STABILIZATION/COMMUNITY BENEFITS AGREEMENT for the COUNTY OF ALAMEDA Document 00 73 49B.

2.1.1. ROLES AND RESPONSIBILITIES SUBCONTRACTS

2.1.1.1. Each Contractor, which includes all subcontractors of any tier, including trucking entities performing Covered Work of this Contract, agrees that neither it nor any of its subcontractors will subcontract any Work of this Contract except to a person, firm, or corporation who is or becomes party to the PSCBA by signing the Letter of Assent attached to the PSCBA as Exhibit "A". All Contractors performing Covered Work of this Contract shall, as a condition to performing Work of this Contract, become Signatory to and perform all work under the terms of the PSCBA.

2.1.1.2. Each Contractor, which includes all subcontractors of any tier performing Work of this Contract, shall give written notice to the Union(s) of any subcontract involving the performance of work covered by the PSCBA within either five (5) business days of executing a contract with such subcontract or before the subcontractor commences work on the Project, whichever occurs first. Such notice shall specify the name and address

of the subcontractor, the California State License Board license number of the Contractors and scope of work to be performed. Written notice at a Pre-Job Conference shall be deemed written notice under this provision only for those subcontractors listed at the Pre-Job Conference

2.1.1.3. The Contractor shall be responsible for PSCBA compliance by all subcontractor and lower tier subcontractor.

2.1.2. COORDINATOR

2.1.2.1. The County will designate a Coordinator, who will be responsible for the administration and application of the PSCBA.

2.1.3. WORK ASSIGNMENTS AND JUSIDICTIONAL DISPUTES

2.1.3.1. The assignment of the Work to subcontractors is solely the responsibility of the Contractor.

2.1.3.2. Each Contractor shall attend a Pre-Job Conference with the Building and Construction Trades Council of Alameda County (Council) prior to commencing Work, as specified in Paragraph 2.1.4 of this Document 00 73 49. The Contractor will notify the County and the Coordinator in advance of all such conferences.

2.1.3.3. Any jurisdictional disputes regarding the assignment of the Work of this Contract will be resolved per the requirements of the PSCBA.

2.1.4. PRE-JOB CONFERENCE

2.1.4.1. A mandatory Pre-Job Conference will be held prior to the commencement of work to establish the scope of work in each Contractor and Subcontractor contract. All meetings shall be held in accordance with the PSCBA.

2.1.4.2. The Contractor performing the work shall have the responsibility for making work assignments in accordance with the PSCBA, and will be required to bring relevant plans, specifications, and blueprints to the meeting, as requested by the Union

2.1.4.3. Contractor must submit written workforce projections at the Pre-Job Conference. The workforce projections shall include projected man-hours on a craft-by-craft basis, consistent with the Contractor's bid proposal.

2.1.4.4. The County or Coordinator will schedule and attend all Pre-Job and Mark-Up Meetings and participate in discussions as they pertain to the terms and conditions of the PSCBA.

2.1.5. JOINT ADMINISTRATIVE COMMITTEE MEETINGS

2.1.5.1. The Joint Administrative Committee (JAC) has been established to monitor compliance with the PSCBA. The JAC meets monthly and reviews monthly reporting by the Contractor.

2.1.5.2. The Contractors shall provide progress report as described in Paragraph 2.1.8 of this Document.

2.1.6. LOCAL HIRING PROGRAM

2.1.6.1. The Contractor agrees to achieve the inclusion of Residents and Disadvantaged Residents as defined in the PSCBA in the employment and apprenticeship opportunities created by the Work of this Contract, which will be known as the Local Hiring Program (LHP) as described in the PSCBA.

2.1.6.2. The Contractor agrees to a goal that Residents of the County will perform a minimum of forty percent (40%) of all hours worked on the Work of this Contract, on a craft-by-craft basis, if such workers are available, capable and willing to work on the projects, together with the apprentice goals described in Paragraph 2.1.7 of this Document.

2.1.6.2.1. If Residents are not available to meet the requirements described in Paragraph 2.1.6.2, then the Contractors and subcontractors shall make and be prepared to demonstrate good faith efforts to reach these goals, as described in the PSCBA All requests for referrals under this subsection shall be in writing, including but not limited to the following:

2.1.6.2.2. Within one week of the issuance of the Notice to Proceed, the Contractors shall meet with the County or Coordinator to review and approve its compliance plan for reaching the Local Hiring Goals, using the required compliance plan form provided by the County.

2.1.6.2.3. Submit copies of hiring hall dispatch requests and responses to the County within ten (10) days of County's request at any point during the execution of the Work of this Contract.

2.1.6.2.4. If staffing with the Contractor's current crew members has not enabled satisfaction of the Percentage Requirement in Section 2.1.6.2 the Contractor shall request from the Coordinator a copy of the list of Disadvantaged Residents in accordance with Section 19.3 of the PSCBA, and shall sponsor a Disadvantaged Resident for enrollment in the applicable JATC if possible, or if sponsorship is not possible, shall request referral of a Disadvantaged Resident

from the appropriate Union hiring hall or apprenticeship program, as required, using “name call,” “rehire,” or other available procedures to satisfy the Percentage Requirements.

2.1.6.2.5. Immediately contact the County and the Coordinator if a union hiring hall dispatcher will not or cannot, upon request of the Contractor, dispatch Residents or Disadvantaged Residents.

2.1.6.2.6. Use the “Name Call,” “Rehire” or other available hiring hall procedures to reach goals and shall provide documentation of such requests to the County upon request. For purposes of meeting goals set forth in 2.1.6.2 and 2.1.7.1 Residents and Disadvantaged Residents qualify as "name calls" or “rehires”.

2.1.6.2.7. Maintain records for each Resident of Alameda County who was referred but not hired along with an explanation why the worker was not hired.

2.1.6.2.8. Document participation in any local employment training programs and submit documentation of such to the County within ten (10) days if requested by County.

2.1.6.2.9. To the extent possible, the parties agree to implement the Local Hiring Program while complying with the County’s Local Vendor Preference and Enhanced Construction Outreach (ECOP) programs for the work of this Contract. To the extent that the County determines, in its sole discretion, that there is a conflict between the Local Hiring Program established in the PSCBA and the County’s SLEB, ECOP, and/or Local Vendor Preference Programs, the conflict shall be resolved in favor of the Local Hiring Program of the PSCBA.

2.1.6.2.10. For the purpose of reaching the goal established in Paragraph 2.1.6.2 of this Document, a Contractor may qualify for full credit toward the goal by employing Alameda County Residents for other work the Contractor is performing in any of the nine Bay Area counties of: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara, Marin, Solano, Napa and Sonoma as outlined in the PSCBA.

2.1.7. APPRENTICES

2.1.7.1. Although the PSCBA states that the County shall make available to the Unions a list of apprentices or potential apprentices qualifying as Disadvantaged Residents under the local hiring provision of the PSCBA,

in the event the County has not developed this list, Contractor is to contact the Unions for available apprentices.

2.1.7.1.1. For each Covered Project, the Contractors will be responsible to ensure that for it and/or its subcontractors Disadvantaged Residents perform at least 40 percent of all apprentice hours worked, for the project overall (i.e., not on a craft-by-craft basis). Disadvantaged Resident apprentices may be graduates of pre apprenticeship programs with known and successful track record of apprentice placement into jobs. All the pre apprenticeship program graduates must be Residents of Alameda County. All Disadvantaged Residents must be unemployed at the commencement of work, as described in the PSCBA.

2.1.7.2. Contractors shall exercise their best efforts to recruit apprenticeship program applicants from Disadvantaged Residents as described in the PSCBA

2.1.7.3. The Contractor shall request dispatch of apprentices, including Disadvantaged Residents, in writing from the local Unions and/or Joint Apprenticeship Training Committee in which the Contractor participates. Copies of the written requests shall be provided to the County within ten (10) days of request by the County or Coordinator.

2.1.7.4. For the purposes of meeting the goal established in Paragraph 2.1.6.1 of this Document, a Contractor may qualify for full credit toward the goal by employing Alameda County Residents as apprentices for other work the Contractor is performing in any of the nine Bay Area counties of: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara, Marin, Solano, Napa and Sonoma as described in the PSCBA

2.1.8. DATA COLLECTION AND REPORTING

2.1.8.1. This Paragraph describes Contractor and data collection, reporting guidelines and responsibilities for the PSCBA.

2.1.8.2. On a monthly basis, Contractors must submit reports to the County on the status and progress of local hiring on a craft-by-craft basis, including utilization of apprentices as described in Document 00 73 49A “PSCBA Forms”.

2.1.9. HELMETS TO HARDHATS: VETERAN EMPLOYMENT

2.1.9.1. The Contractor agrees to utilize the series of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter

"Center") and Center's "Helmets to Hardhats" program to serve as a resources for preliminary orientations, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as described in the PSCBA.

2.1.9.2. The Contractors may also utilize the services of the "Swords to Ploughshares" program.

3. <u>California Labor Code</u>: In addition to complying with the PSCBA, Contractor shall also comply with the California Labor Code prevailing wage requirements.

3.1. Special attention is directed to Division 2, Part 7, Chapter 1, Article 2 of the State Labor Code concerning wages. Contractor and each Subcontractor shall pay to all workers employed on the Work not less than the prevailing rate of wages as determined by the Director of the State Department of Industrial Relations. Pursuant to Section 1773 of the State Labor Code, the County has obtained from the Director of the State Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality(ies) in which the Work is to be performed and has copies available upon request from the Procurement Department, 1401 Lakeside Drive, Suite 907, Oakland, CA 94612. Contractor may be required to pay the wage rate of the most closely related craft or classification shown in such determinations for Contract Work or request a wage determination from the State Department of Industrial Relations (DIR) for the craft or classification.

3.2. The Contractor and all Subcontractors shall comply with all applicable requirements of California Labor Code Section 1777.5 which, among other things, requires that only registered apprentices, as defined by Labor Code Section 3077, can be employed at the apprentice wage rate on public works.

3.3. Pursuant to Section 1771.4 of the State Labor Code, this Contract is subject to compliance monitoring and enforcement by the DIR. Furthermore, the Contractor shall post Jobsite notices, as prescribed by regulation. Pursuant to Section 1775 of the State Labor Code, the Contractor and Subcontractors are subject to being assessed a penalty of up to two hundred dollars ($200) by DIR for each calendar day for each worker who is paid less than the prevailing wage rate for the work or craft in which the worker is employed. Each Contractor and Subcontractor shall furnish the payroll records specified in Section 1776 of the State Labor Code directly to the Labor Commissioner at least monthly and in a format prescribed by the Labor Commissioner. In addition, under Section 1815 of the State Labor Code, workers who perform work in excess of eight (8) hours per Day, or more than forty (40) hours during any week, shall be compensated at no less than 1 ½ times the basic rate of pay for all hours worked in excess of eight (8) hours per Day, and any hours in excess of forty (40) hours during any week. Pursuant to Section 1813 of the State Labor Code, DIR may impose additional penalties of twenty-five dollars ($25) for each worker employed for each calendar Day during which the worker is required or permitted to work more than eight (8) hours a Day or forty (40) hours in a week without paying the required compensation

4. The Contractor shall insert in every subcontract or other arrangement which Contractor may make for performance of work or labor on the Work provided for in the Contract Documents, a provision that the Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the Labor Code. The Contractor stipulates that it shall comply with all applicable wage and hour laws, including without limitation Labor Code § 1813**Project Stabilization/Community Benefits Agreement/ Labor Compliance Program Monitoring**.

4.1. The County has elected to retain the services of a third party to monitor compliance with the PSCBA and California Labor Code Requirement.

4.2. The PSCBA/Labor Compliance Program ("PSCBA/LCP") will enforce PSCBA, prevailing wage, apprentice employment and local hiring requirements consistent with California Labor Code and the PSCBA. PSCBA/LCP services do not limit the scope of Work and do not relieve the Contractor of any responsibility for coordination of the Work with California Labor Code or the PSCBA.

4.3. The Contractor shall be responsible for any costs that the County incurs as the result of any actions taken by DIR, or by the County when exercising its enforcement duties, to address Contractor and/or Subcontractor violations related to California Labor Code or the PSCBA. If the Contractor or any of its Subcontractor are notified that they should take certain actions to be in compliance with the PSCBA or applicable state law and those actions are not taken or not taken in a timely manner, then the County shall have the right to recover the cost of all work performed by or for the County or its contractors from the date of such notice and the County shall have the right to back charge the Contractor for any and all costs associated with such work.

4.4. Certified payroll reports for the duration of the Project shall be maintained by the Contractor and submitted electronically, and are subject to all of the following conditions:

4.4.1. Certified Payroll Reports (CPR) shall be submitted to the County electronically on the web-based software system, described in Document 00 45 46.01 "Prevailing Wage and Related Labor Requirements Certification", to be utilized for collection and verification of payroll reports for the Project.

4.4.2. CPR must contain all of information required by California Labor Code section 1776 and must be organized in a manner that is similar or identical to the format in which the information is reported on the DIR "Public Works Payroll Reporting Form" (Form A-1-131);

4.4.3. Statement of Compliance. CPR shall be accompanied by a signed "Statement of Compliance" certifying that the payroll reports are correct and complete and that each laborer or mechanic has been paid not less than the proper prevailing

wage rate for the work performed. The wording of the certification shall comply with California Labor Code section 1776 and 29 C.F.R. § 5.5(a)(3)(ii)(B)-(D).

4.4.4. Electronic CPR submitted to the County, the DIR Division of Labor Standards Enforcement (DLSE), or other entity within the DIR, must be in the form of a non-modifiable image or record that bears an electronic signature or includes a copy of any original certification made on paper. Printed reports submitted on paper with an original signature will be accepted as supplemental information to electronic reports, and will not relieve the Contractor or its Subcontractor from their obligation to submit electronic reports.

4.4.5. Apprenticeship Program. Reference is made to General Conditions Document 00 72 13, Paragraph 26 and the PSCBA for the Contractor and its Subcontractors obligation to comply, and be responsible for ensuring compliance, with the requirements of the California Labor Code provisions concerning the employment of apprentices, including Labor Code sections 1776, 1777.5, and 1777.6.

END OF DOCUMENT

DOCUMENT 00 73 49A

PROJECT STABILIZATION/COMMUNITY BENEFIT AGREEMENT of the COUNTY OF ALAMEDA FORMS

1. Summary

1.1. The Contractor and each subcontractor at all tiers must complete and submit all forms required by the Labor Compliance Program Guidebook included in this DOCUMENT 00 73 49A "PSCBA FORMS".

END OF DOCUMENT

Labor Management Consultants
1630 12th Street
Oakland, CA 94607
www.davillier-sloan.com

Labor Compliance Program Guidebook

Please provide this packet to all subcontractors with instruction that they provide it to all lower tier subcontractors. The Design-Build contractor is ultimately responsible for labor compliance on the entire project.

Labor Compliance

Maribel Alejandre
(510) 385-1265
maribel@davilliersloan.com

Labor Compliance

Debra Moore
(510) 673 - 8300
debram@dmooreconsulting.com

Certified Payroll

Elation Systems, Inc.
(925) 924 - 0340
support@elationsystems.com

The information in this Guidebook is for general guidance on the matters of Labor Compliance monitoring. Davillier-Sloan, Inc. makes every attempt to ensure the information contained in the Guidebook is free from errors and obtained from accurate and current sources. Davillier-Sloan, Inc. reserves the right, at its discretion, to change or modify all or any part of this packet. Periodically revised updated copies may be obtained by emailing a request to: info@davillier-sloan.com

TABLE OF CONTENTS

A. INTRODUCTION
   A. Overview
   B. Prevailing Wage Determinations
   C. Site Visits
   D. Required Forms
   E. Project/Program Closeout
   F. Apprenticeship Utilization

B. PRIOR TO CONSTRUCTION FORMS
   A. Checklist of Labor Law Requirements
   B. Public Works Contract Award Information (DAS 140 Form)
   C. Request for Dispatch of an Apprentice (DAS 142 Form)

C. DURING CONSTRUCTION SUBMITTALS
   A. Statement of Employer Payments
   B. CAC Training Fund Contributions (CAC-2 Form)
   C. Statement of Non-Performance
   D. Public Works Payroll Reporting From (A-1-131 Form)
   E. Verification of Apprenticeship Status

D. PROJECT/PROGRAM CLOSEOUT
   A. Contractor Affidavit

Section 1:
Introduction

A. Overview

B. Prevailing Wage Determinations

C. Site Visits

D. Required Forms

E. Project/Program Closeout

F. Apprenticeship Utilization

Overview

Davillier-Sloan, Inc. (DSI) is a third party Labor Compliance Program (LCP) administrator. This LCP Guidebook has been developed for your reference and highlights the requirements, submittals and timelines necessary to be compliant with the program.

Certified Payrolls for this project will be submitted electronically into the Elation web based program. Related forms will be available online and should be accessed and downloaded according to the instructions provided by Elation Systems once you have registered on the site.

The law requires that all workers including employees, independent contractors, owner-operators etc. on a public works project must be paid the prevailing wage of the area in which the project is located. Detailed information pertaining to labor compliance may be found in the contract specifications.

Prevailing Wage Determinations

The California prevailing wage determinations are based on the first bid advertisement/publication date. For design build projects, the construction contract signing/construction contract award date shall be considered the bid advertisement date.

The California prevailing wage determinations and rates are published twice each year, in February and August. All determinations are effective ten (10) days after issuance. Some trades are issued regionally (Northern and Southern California) and other sub trades are by the county in which the project is located. There are separate determinations for apprentices on public works.

The prevailing wage determination by craft can be found on the Department of Industrial Relations (DIR) web site: www.dir.ca.gov (Labor Law/Public Works). Prevailing wage determinations and any rate changes must be posted at the job site available for workers to view.

Asterisk (*) clarifications:

- Prevailing wage determinations with a single asterisk (*) after the expiration date, which are in effect on the date of advertisement of bids, remain in effect for the life of the project.

- Interested parties should contact the DIR at (415) 703-4774 for the new rates after ten (10) days from the expiration date (if no subsequent determination is required).

- Prevailing wage determinations with double asterisks (**) after the expiration date indicate that the basic hourly rate, overtime, holiday pay and employers' payments for work performed after this date have been predetermined. If work is to extend past this date, the new rates must be paid and should be incorporated into contracts entered now.

Site Visits

Site visits will be conducted weekly pursuant to Labor Code 16432(d). Information on certified payrolls will be verified by visual inspection and random in-person worker interviews.

Required Forms

The required forms are available for download in the Elations system. Copies of completed, signed forms should be forwarded to the appropriate agency and uploaded into Elation for verification.

Prior to Construction Forms

1. Checklist of Labor Law Requirements
   The Design-Build contractor and each subcontractor at all tiers must complete and submit this form acknowledging the California Labor Codes Regulations governing public works projects.

2. Division of Apprenticeship Standards Form DAS 140
   Public Works Contract Award Information
   - The Design-Build contractor and each subcontractor at all tiers must complete and submit this form to the local Apprenticeship Committee to inform them of the award of your contract.

   - Submit the DAS 140 to the Joint Apprenticeship Training Committee (JATC) for each apprentice able craft or trade within the area of the project site. The Design-Build contractor and each subcontractor at all tiers must submit this form within ten (10) days of the date of the execution of the contract but no later than the first day the contractor has workers employed on-site.

3. Division of Apprenticeship Standards Form DAS 142
   Request for Dispatch of an Apprentice
   - The Design-Build contractor and each subcontractor at all tiers must complete and submit a Request for Dispatch of an Apprentice in writing at least 72 business hours prior to the date apprentices are needed.

   - Submit the DAS 142 to each of the JATCs in the area of the project for each apprenticeable craft, until the required number of apprentices has been provided. If the required number of apprentices is not provided and a request has been submitted to all of the Committee's in the area of the project, then the contractor shall be considered in compliance.

During Construction Forms

1. Statement of Employer Payments
   - Must be submitted with the first certified payroll, when prevailing wage rates are updated, and when there is a change in fringe benefits.
   - Additional annuity payments can be indicated in the notes section of the CPR and a union dispatch slip should be uploaded into the Elation System.

2. California Apprentice Council Training Fund Contribution (CAC –2)
   The training fund contributions to the CAC are due on the 15th of each month for work performed during the preceding month. Refer to the DIR applicable prevailing wage

determinations for the amount owed for each hour of work performed for journeymen and apprentices.

3. Statement of Non-Performance (when applicable)
   - This form is submitted when the contractor is not working on the job site for a period of more than one week but has not completed their work. Does not need to be submitted until after the first certified payroll report is received.

   - One form may be submitted for consecutive non-performing weeks.

4. Certified Payroll Reporting Form
   - Any person employed upon the project that is working with tools must be listed on the certified payroll including but not limited to owners, operators, surveyors, and foremen.

   - The certified payroll records shall be submitted and maintained electronically subject to the following conditions:

     i. The certified payroll reports contain all of the information required by California Labor Code Section 1776. The information must include name, address, social security number, craft, classification, wages, and hours worked.

     ii. The reports shall be in a format and/or use software that is readily accessible to Contractors, Awarding Bodies, LCPs, the DIR, and the DOL.

   - Certified Payroll submitted to DSI, the DLSE, or another entity within the DIR must be in the form of a non-modifiable image or record that bears an electronic signature or includes a copy of any original certification made on paper.

   - The requirements for redacting information shall be followed when certified payroll records are disclosed to the public pursuant to California Labor Code Section 1776(e). This requirement will apply whether the records are provided electronically or as hard copies.

   - No Design-Build contractor or subcontractor shall be mandated to submit or receive electronic reports when it otherwise lacks the resources or capacity to do so, nor shall any Design-Build contractor or subcontractor be required to purchase or use proprietary software that is not generally available to the public.

5. Statement of Compliance Certificate
   A Statement of Compliance shall accompany each certified payroll record.

6. Verification of Apprenticeship Status (DAS)
   Verification is available on the DIR website at
   http://www.dir.ca.gov/DAS/appcertpw/AppCertSearch.asp.

Project/Program Closeout

Contractor Affidavit
Verifies the contractor's information, work classifications used, type of work completed, first payroll report date to final payroll report date, and how the apprenticeship utilization requirement was reached.

Apprenticeship Utilization

California Labor Codes require Contractors to hire apprentices unless the total construction contract for the project is less than $30,000 or it is not an apprenticeable craft.

Contractors, including Design-Build, General or Specialty subcontractors shall employ registered apprentices during the performance of public works in accordance with the required one (1) hour of work performed by an apprentice for every five (5) hours of work performed by a journeyman. Unless an exemption has been granted, the contractor shall employ apprentices for the number computed above, before the end of the contract or provide good faith effort documentation.

Section 2:
Prior to Construction Forms

A. Checklist of Labor Law Requirements

B. Public Works Contract Award Information (DAS 140 Form)

C. Request for Dispatch of an Apprentice (DAS 142 Form)

Checklist of Labor Law Requirements

(CCR Title 8, Section 16421)

Ultimately the prime contractor is liable for their sub and specialty contractors. This checklist is a useful tool for the prime contractor to ensure that their sub and specialty contractors know their responsibilities on public works projects. Contractors who understand and comply with the law are more likely to deliver the job on time, on budget and done right the first time. We suggest the prime contractor encourage completion of this checklist by their sub and specialty contractors.

NAME (PRINT) _____ DATE _____

COMPANY _____ PHONE _____

ADDRESS _____ FAX _____

CITY _____ STATE _____ ZIP CODE _____

PROJECT MANAGER _____ SUPERINTENDENT/FOREMAN _____

CERTIFIED PAYROLL _____ PHONE/EXT. _____

CONTRACTOR LICENSE NO. _____ EXP. DATE _____ SPECIALTY LICENSE NO. _____

SELF-INSURED CERTIFICATE NO. _____ WORKERS COMP. POLICY NO. _____

PROJECT NAME _____ PROJECT #/BID PACKAGE# _____

AWARDING BODY _____ ADVERTISEMENT DATE _____

IF SUB-CONTRACTING, LIST YOUR PRIME/GENERAL CONTRACTOR _____

CONTRACT AWARD AMOUNT _____

THE FEDERAL AND STATE LABOR LAW REQUIREMENTS APPLICABLE TO THE CONTRACT ARE COMPOSED OF, BUT NOT LIMITED TO, THE FOLLOWING:

☐ Payment of Prevailing Wage Rates

The contractor to whom the contract is awarded and its subcontractors hired for the public works project are required to pay not less than the specified general prevailing wage rates to all workers employed in the execution of the contract. *Labor Code Section 1770 et seq*.

The contractor is responsible for ascertaining and complying with all current general prevailing wage rates for crafts and any rate changes that occur during the life of the contract. Information on all prevailing wage rates and all rate changes are to be posted at the job site for all workers to view. Additionally, current wage rate information can be found at the DLSR web site, *www.dir.ca.gov/dlsr/statistics_research.html.*

☐ Apprentices

It is the duty of the contractor and subcontractors to employ registered apprentices on the public works project and to comply with all aspects of *Labor Code Section 1777.5*, relating to Apprentices on Public Works. (1) Notify approved apprenticeship programs of contract award; (2) employ apprentices; (3) pay training fund contributions.

☐ Penalties

There are penalties required for contractor's/subcontractor's failure to pay prevailing wages and for failure to employ apprentices, including forfeitures and debarment under *Labor Code Sections 1775; 1776; 1777.1; 1777.7 and 1813.*

☐ Certified Payroll Reports

Under *Labor Code Section 1776*, contractors and subcontractors are required to keep accurate payroll records showing the name, address, social security number and work classification of each employee and owner performing work; also the straight time and overtime hours worked each day for each week, the fringe benefits, and, the actual per diem wage paid to each owner, journey person, apprentice worker or other employee hired in connection with the public works project.

This requirement includes and applies to all subcontractors performing work on Awarding Body projects even if their portion of the work is less than one half of one percent (0.05%) of the total amount of the contract.

The certified payroll records shall contain the same data fields listed on the *Public Works Payroll Reporting Form (A-1-131)* and contain or is accompanied by a declaration made under penalty of perjury. *(California Code of Regulations, Section 16401).*

Prime Contractors are responsible for submittal of their payrolls and those of their respective subcontractors as one package. Any payroll not submitted in the proper form will be rejected. In the event that there has been no work performed during a

Checklist of Labor Law Requirements, continued

given week, the Certified Payroll Report shall be annotated: "No work" for that week or a Non-Performance Statement must be submitted.

Employee payroll records shall be certified and shall be made available for inspection at all reasonable hours at the principal office of the contractor/subcontractor, or shall be furnished to any employee, or his/her authorized representative on request, pursuant to *Labor Code Section 1776.*

Under *Labor Code Section 1776(g)* there are penalties required for contractor's/subcontractor's failure to maintain and submit copies of certified payroll records on request.

☐ **Nondiscrimination in Employment**

There exist prohibitions against employment discrimination under *Labor Code Sections 1735 and 1777.6,* the *Government Code,* the *Public Contracts Code,* and *Title VII of the Civil Rights Act of 1964.*

☐ **Kickbacks Prohibited**

Contractors and subcontractors are prohibited from recapturing wages illegally by accepting or extracting "kickbacks" from employee wages under *Labor Code Section 1778.*

☐ **Acceptance of Fees Prohibited**

There exists a prohibition against contractor/subcontractor acceptance of fees for registering any person for public work under *Labor Code Section 1779*; or for filling work orders on public works contracts pursuant to *Labor Code Section 1780.*

☐ **Listing of Subcontractors**

All prime contractors are required to list properly all subcontractors hired to perform work on the public works projects covering more than one-half of one percent, pursuant to *Government Code Section 4104.*

☐ **Proper Licensing**

Contractors are required to be licensed properly and to require that all subcontractors be properly licensed. Penalties are required for employing workers while unlicensed under *Labor Code Section 1021* and under the California Contractor License Law found at *Business and Professions Code Section 7000 et seq.*

☐ **Unfair Competition Prohibited**

Contractors and sub-contractors are prohibited from engaging in unfair competition as specified under *Business and Professions Code Sections 17200 to 17208.*

☐ **Workers Compensation Insurance**

Labor Code Section 1861 requires that contractors and subcontractors be insured properly for Workers Compensation.

☐ **OSHA**

Contractors and subcontractors are required to abide by the Occupational, Safety and Health laws and regulations that apply to the particular construction project.

☐ **Proof of Eligibility/Citizenship**

The federal prohibition against hiring undocumented workers, and the requirement to secure proof of eligibility/citizenship from all workers, is required.

☐ **Itemized Wage Statement**

Labor Code Section 226 requires that employees be provided with itemized wage statements.

CERTIFICATION

I acknowledge that I have been informed and am aware of the foregoing requirements and that I am authorized to make this certification on behalf of _____
(COMPANY NAME)

I fully understand that failure to comply with any of the above requirements may subject me, or my company, to penalties as provided above.

Contractor _____ _____
(SIGNATURE) (DATE)

Awarding Agency /Labor Compliance Program _____ _____
(SIGNATURE) (DATE)

PUBLIC WORKS CONTRACT AWARD INFORMATION

Contract award information must be sent to your Apprenticeship Committee if you are approved to train. If you are not approved to train, you must send the information (which may be this form) to ALL applicable Apprenticeship Committees in your craft or trade in the area of the site of the public work. Go to: http://www.dir.ca.gov/das/PublicWorksForms.htm for information about programs in your area and trade. You may also consult your local Division of Apprenticeship Standards (DAS) office whose telephone number may be found in your local directory under California, State of, Industrial Relations, Division of Apprenticeship Standards.

Do not send this form to the Division of Apprenticeship Standards.

NAME OF YOUR COMPANY	CONTRACTOR'S STATE LICENSE NO
MAILING ADDRESS- NUMBER & STREET, CITY, ZIP CODE	AREA CODE & TELEPHONE NO.
NAME & ADDRESS OF PUBLIC WORKS PROJECT	DATE YOUR CONTRACT EXECUTED
	DATE OF EXPECTED OR ACTUAL START OF PROJECT
NAME & ADDRESS OF PUBLIC AGENCY AWARDING CONTRACT	ESTIMATED NUMBER OF JOURNEYMEN HOURS
	OCCUPATION OF APPRENTICE
THIS FORM IS BEING SENT TO: (NAME & ADDRESS OF APPRENTICESHIP PROGRAM(S))	ESTIMATED NUMBER OF APPRENTICE HOURS
	APPROXIMATE DATES TO BE EMPLOYED

This is not a request for dispatch of apprentices.

Contractors must make a separate request for actual dispatch, in accordance with Section 230.1(a) California Code of Regulations

Check One Of The Boxes Below

1. ☐ We are already approved to train apprentices by the _____ Apprenticeship Committee. We will employ and train under their Standards. Enter name of the Committee

2. ☐ We will comply with the standards of _____ Apprenticeship Committee for the duration of this job only. Enter name of the Committee

3. ☐ We will employ and train apprentices in accordance with the California Apprenticeship Council regulations, including § 230.1 (c) which requires that apprentices employed on public projects can only be assigned to perform work of the craft or trade to which the apprentice is registered and that the apprentices must at all times work with or under the direct supervision of journeyman/men.

Signature _____ *Date*

Typed Name _____

Title _____

State of California - Department of Industrial Relations DIVISION OF APPRENTICESHIP STANDARDS

DAS 140 (REV. 1/04)

REQUEST FOR DISPATCH OF AN APPRENTICE – DAS 142 FORM

DO NOT SEND THIS FORM TO DAS

You may use this form to request dispatch of an apprentice from the Apprenticeship Committee in the craft or trade in the area of the public work. Go to: http://www.dir.ca.gov/databases/das/pwaddrstart.asp for information about programs in your area and trade. You may also consult your local Division Apprenticeship Standards (DAS) office whose telephone number may be found in your local directory under California, State of, Industrial Relations, Division of Apprenticeship Standards. **Except for projects with less than 40 hours of journeyman work, you must request and employ apprentices in no less than 8 hour increments.**

Date:

Contractor Requesting Dispatch:

To Applicable Apprenticeship Committee:

Name: _____

Address: _____

_____

Tel. No. _____ **Fax No.** _____

Name: _____

Address: _____

_____

License No. _____

Tel. No. _____ **Fax No.** _____

Project Information:

Contract No. _____

Name of the Project: _____

Address: _____

Dispatch Request Information:

Number of Apprentice(s) Needed: _____ **Craft or Trade:** _____

Date Apprentice(s) to Report: _____ **(72 hrs. notice required)** **Time to Report:** _____

Name of Person to Report to: _____

Address to Report to: _____

_____

You may use this form to make your written request for the dispatch of an apprentice. Requests for dispatch must be in writing and submitted at least 72 hours in advance (excluding weekends and holidays) via first class mail, fax or email. ***Proof of submission may be required.*** *Please take note of California Code of Regulations, Title 8, § 230.1 (a) for all applicable requirements regarding apprenticeship requests and/or visit*
http://www.dir.ca.gov/DAS/DASApprenticesOnPublicWorksSummaryOfRequirements.htm

DAS 142 (Revised 04/14)

Section 3:
During Construction Submittals

A. Statement of Employer Payments

B. CAC Training Fund Contributions (CAC-2 Form)

C. Statement of Non-Performance

D. Public Works Payroll Reporting From (A-1-131 Form)

E. Verification of Apprenticeship Status

Statement of Employer Payments

Date:		In Reply, Refer to Case No:	
Prime:			
Subcontractor:			
PROJECT NAME:			
PROJECT CONTRACT NO.:		County/location:	

HEALTH AND WELFARE

NAME OF PLAN _____ Address, City and Zip _____

ADMINISTRATOR _____ Address, City and Zip _____

CLASSIFICATION(S) USED	CONTRIBUTION PER CLASSIFICATION PER HOUR

CONTRIBUTIONS: WEEKLY_____ MONTHLY_____ QUARTERLY_____ ANNUALLY_____

PENSION

NAME OF PLAN _____ Address, City and Zip _____

ADMINISTRATOR _____ Address, City and Zip _____

CLASSIFICATION(S) USED	CONTRIBUTION PER CLASSIFICATION PER HOUR

CONTRIBUTIONS: WEEKLY_____ MONTHLY_____ QUARTERLY_____ ANNUALLY_____

VACATION/HOLIDAY

NAME OF PLAN _____ Address, City and Zip _____

ADMINISTRATOR _____ Address, City and Zip _____

CLASSIFICATION(S) USED	CONTRIBUTION PER CLASSIFICATION PER HOUR

CONTRIBUTIONS: WEEKLY_____ MONTHLY_____ QUARTERLY_____ ANNUALLY_____

TRAINING

NAME OF PLAN _____ Address, City and Zip _____

ADMINISTRATOR _____ Address, City and Zip _____

CLASSIFICATION(S) USED	CONTRIBUTION PER CLASSIFICATION PER HOUR

CONTRIBUTIONS: WEEKLY_____ MONTHLY_____ QUARTERLY_____ ANNUALLY_____

IF YOU USE OTHER PLANS NOT LISTED ABOVE, YOU MAY USE THE BACK OF THIS FORM TO PROVIDE THIS ADDITIONAL INFORMATION

Division of Apprenticeship Standards (DAS)

CAC - Training Fund Contributions

You must enter all requested infomation in order to ensure successful submission and processing of your payment.
Training Fund Contributions are due on the 15th of each month.

All fields with * are required.

You must use the **BUTTON** on the bottom of the page to submit for an invoice coupon.
TO NAVIGATE BETWEEN FIELDS, DO NOT HIT RETURN OR ENTER KEY AFTER EACH ENTRY. USE THE TAB KEY INSTEAD.

You need to have a working printer currently connected to your computer in order to print the complete paper form in the end of this session so that you can mail it with your payment.

Training Fund Contributions Form CAC2

Date: 9/25/2014

CLEAR FORM

Contractor/Sub Contractor making contributions	Contractor	Period covered by contribution (from – to)	Jobsite Location (including County)
* **Name:**	* License Number:	* Period Start:	If applicable, give name of school, hospital, building, etc.
* **Address:** * **City:** * **State:** * **ZIP:**	* Contract/Project Number	* Period End: (MM/DD/YYYY)	Comments:

* Name of the submitting party:	* Submitter's Title:	* Submitter's Email:	*Submitter's Phone: e.g., (999) 999-9999

Instructions: You may want to use the keyboard TAB key to navigate the fields and the Up /\ | Down \/ ARROW keys to select a list item.

	* County of Work	* Classification [1]	* Hours (min.: 0.5; max: 9 999.99)	* Rate (min.: 0.01; max: $9.99)	Amount
*1)	Select a county	Select an occupation	**	$ **	$ 0.00
2)	Select a county	Select an occupation		$	$ 0.00
3)	Select a county	Select an occupation		$	$ 0.00
4)	Select a county	Select an occupation		$	$ 0.00
5)	Select a county	Select an occupation		$	$ 0.00
6)	Select a county	Select an occupation		$	$ 0.00
7)	Select a county	Select an occupation		$	$ 0.00
8)	Select a county	Select an occupation		$	$ 0.00

9)	Select a county	Select an occupation		$	$ 0.00
10)	Select a county	Select an occupation		$	$ 0.00
11)	Select a county	Select an occupation		$	$ 0.00
12)	Select a county	Select an occupation		$	$ 0.00
13)	Select a county	Select an occupation		$	$ 0.00
14)	Select a county	Select an occupation		$	$ 0.00
15)	Select a county	Select an occupation		$	$ 0.00
16)	Select a county	Select an occupation		$	$ 0.00
17)	Select a county	Select an occupation		$	$ 0.00
18)	Select a county	Select an occupation		$	$ 0.00
19)	Select a county	Select an occupation		$	$ 0.00
20)	Select a county	Select an occupation		$	$ 0.00

Footnote 1 – If you are unable to locate the occupation in the pull down menu, please click on this link:
http://www.dir.ca.gov/databases/das/aigstart.asp for specific information assistance.

TOTAL AMOUNT: $ 0.00

When done with some or all the entries above, please carefully review and then enter the green code you see below:

22749

Calculate Total Amount

August 2014

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TO BE TYPED ON COMPANY LETTERHEAD

STATEMENT OF NON-PERFORMANCE

Payroll # _____ Date_____

I do hereby state that no persons employed on the construction of the _____ Project, for _____
(Project Name) (Awarding Body)

Company, Contract No._____ during the payroll period commencing on the _____th day of _____, 2007 and ending on the _____th day of _____, 2007.

_____
(Company Name)

_____
(Authorized Signer)

California
Department of
Industrial Relations

PUBLIC WORKS PAYROLL REPORTING FORM

Page _____ of _____

NAME OF CONTRACTOR:
OR SUBCONTRACTOR:

CONTRACTOR'S LICENSE NO.:
SPECIALITY LICENSE NO.:

ADDRESS:

PAYROLL NO.:

FOR WEEK ENDING:

SELF-INSURED CERTIFICATE NO.:
WORKERS' COMPENSATION POLICY NO.:

PROJECT OR CONTRACT NO.:
PROJECT AND LOCATION:

(1) NAME, ADDRESS AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITH-HOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY	M	T	W	TH	F	S	S	(5) TOTAL HOURS	(6) HOURLY RATE OF PAY	(7) GROSS AMOUNT EARNED		(8) DEDUCTIONS, CONTRIBUTIONS AND PAYMENTS							(9) NET WGS PAID FOR WEEK	CHECK NO.
				DATE																			
				HOURS WORKED EACH DAY																			
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		

S = STRAIGHT TIME
O = OVERTIME
SDI = STATE DISABILITY INSURANCE

*OTHER – Any other deductions, contributions and/or payments whether or not included or required by prevailing wage determinations must be separately listed. Use extra sheet(s) if necessary

CERTIFICATION **MUST** be completed
(See reverse side)

Form A-1-131 (New 2-80)

NOTICE TO PUBLIC ENTITY

For Privacy Considerations

Fold back along dotted line prior to copying for release to general public (private persons).

(Paper Size then 8-1/2 x 11 inches)

- - - -

Apprentice certification

Apprenticeship certification for public works

Enter search string (LLLLF9999) here Search

How to compile the search string:

The search string is a total of nine letters and numbers (no characters ', - , etc): the first four letters of the last name (use spaces to make four letters if the last name is shorter than four letters), the first letter of the first name and the last four digits of the social security number (LLLLF9999). Letters can be entered as lower or upper case.

Examples:

Uncle Sam ssn 123-45-6789 would be entered as Sam U6789
Goddess Minerva ssn 123-45-5555 would be entered as MineG5555
Richard Al-Ham ssn 111-44-1111 would be entered as AlhaR1111
Robert O'Brian ssn 111-22-3333 would be entered as OBriR3333
James McHenry ssn 555-66-1234 might be entered as McHeJ1234 or Mc HJ1234

If you cannot find the individual you are looking for, complete the certifications you have and see the notes below.

If a search string that was entered does not match with any apprentices in the Division of Apprenticeship Standards (DAS) database, this could be due to any of the following:

1. Not a registered apprentice.
2. The submitted search string does not match to DAS records (either the database has the wrong search criteria or you have the wrong search criteria).
3. The apprentice agreement has not been submitted to DAS or has not been entered into the database (agreements must be submitted within 30 days of the date that the apprentice signed the agreement).

If you believe that the apprentice should be reported as registered and is not; please contact your local office of the Division of Apprenticeship Standards.

Division of Apprenticeship Standards(DAS)

Quick Links

Become an apprentice
Find an apprenticeship program
Find a registered apprentice
Train employees through apprenticeship
Program sponsors
Use apprentices on public works projects
I built it!
Apprenticeship Council meetings
DIR Laws and Regulations
Veterans

About DAS

About Us (Overview of DAS)
Contact
Locations

DAS Home

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DAVILLIER-SLOAN, INC.
LABOR MANAGEMENT CONSULTANTS

Section 4:
Closeout

This form must be submitted to DSI
during project/program closeout

A. Contractor Affidavit

Contractor Affidavit

Contract # _____

1. I am the _____(owner, officer, partner) of _____(Company) who performed work on the _____(Project) in the classification (s) of _____. The labor performed by these workers can best be described by _____.

2. During the payroll periods commencing on _____ and ending on _____ all persons employed by my company on this project have been paid the specified prevailing rate of per diem wages for the specified craft or classification pursuant to Labor Code Section 1771[1].

3. The apprenticeship committee (s) either denied or failed to respond to our request for the dispatch of apprentices, and therefore all workers were classified as journeyman

Or

4. Apprentice (s) worked a total of _____ hours and _____ journeyman worked a total of _____ hours establishing an apprentice \ journeyman ratio in hours of _____ to _____.

Or

5. Apprentices were employed in accordance with the DAS exemption that required one apprentice for every five journeyman employed on each day of the contract.

Executed this ____day of _____ 20___, at _____, California.

_____

Signature

[1] Except for public works project of one thousand dollars ($1000) or less , not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.

FIRST AMENDED AND RESTATED
PROJECT STABILIZATION/COMMUNITY BENEFITS AGREEMENT

for the

COUNTY OF ALAMEDA

C-2020-146

Table of Contents

PREAMBLE 1
DEFINITIONS 2
PURPOSE 5
SCOPE OF AGREEMENT 5
RELATIONSHIP BETWEEN PARTIES 10
SUBCONTRACTS 10
WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES 12
PRE-JOB CONFERENCE 12
JOINT ADMINISTRATIVE COMMITTEE MEETINGS 13
COORDINATOR 14
UNION RECOGNITION AND REPRESENTATION 15
NO STRIKES - NO LOCKOUTS 15
MANAGEMENT RIGHTS 19
WORK RULES 20
WAGE SCALES and FRINGE BENEFITS 20
HOURS OF WORK, OVERTIME, SHIFTS and HOLIDAYS 20
HEALTH AND SAFETY 21
REFERRAL PROCESS 21
LOCAL HIRING PROGRAM 23
REPORTING 26
HELMETS TO HARDHATS: VETERAN EMPLOYMENT 27
NON-DISCRIMINATION 27
GRIEVANCE PROCEDURE 27
MISCELLANEOUS PROVISIONS 30
ENTIRE AGREEMENT 30
GENERAL SAVINGS CLAUSE 31
DURATION OF AGREEMENT 31

PREAMBLE

This Agreement is made and entered into on this 6th day of October 2020, by and between the County of Alameda; the Building and Construction Trades Council of Alameda County, AFL-CIO; and the local Unions signatory hereto, on their own behalf and on behalf of the various local Unions involved, for the construction of all Covered Projects. All Contractors and/or subcontractors shall become bound to this Agreement by signing the "Contractor Agreement To Be Bound" (Exhibit B).

RECITALS

WHEREAS, the Covered Projects described in this Agreement have been identified by the County as those in which a Project Stabilization/Community Benefits Agreement would benefit the County; and

WHEREAS, the Contractors will be engaged in construction of the project; and

WHEREAS, a skilled labor pool represented by the Unions will be required to complete the work involved; and

WHEREAS, the Unions agree to cooperate in every way possible with employees of the Contractors; and

WHEREAS, the parties to this Agreement mutually agree that safety, quality, productivity and labor harmony are primary goals; and

WHEREAS, the County desires to provide, enhance and encourage construction training and employment opportunities for Alameda County residents and small business enterprises within the County through apprentice and pre-apprentice programs; and

WHEREAS, the County also desires to use this Agreement as a vehicle for building the capacity of Alameda County residents and businesses and to maximize their potential to successfully participate in other large scale projects; and

WHEREAS, the parties recognize the need for safe, efficient and speedy construction in order to reduce unnecessary delays and result in timely completion of the project; and

WHEREAS, the parties desire to mutually establish and stabilize wages, hours and working conditions for the employees employed on the project by the Contractors, and further to encourage close cooperation to achieve a satisfactory, continuous and harmonious relationship between the parties to this Agreement; and

WHEREAS, the County of Alameda's mission is to enrich the lives of all residents through visionary policies and accessible, responsible and effective services and historically the County

has supported contracting outreach programs that recognize the economic and workforce development potential of capital construction projects on government owned facilities; and

WHEREAS, the Parties recognize that disadvantaged individuals, families, and communities within the county experience high unemployment and are also often recipients of County services, and that these disadvantaged populations may economically benefit through participation in local hire, apprenticeship and pre-apprenticeship programs; and

WHEREAS, the Union(s), the Council, Contractors, subcontractors, and the County wish to ensure labor peace at the Covered Project sites, without any disruption that could jeopardize the schedule and timeliness of the construction process, where both Contractors that are signatory to collective bargaining agreements of the Union(s) are supervising employees that are members of the Union(s) and where Contractors that are not signatory to collective bargaining agreements are supervising employees;

WHEREAS, a Project Stabilization/Community Benefits Agreement has been in place and successfully implemented since 2013, and the Parties wish to extend that Agreement, as amended and fully restated herein;

NOW THEREFORE, the parties, in consideration of the mutual promises and covenants herein contained, mutually agree as follows:

ARTICLE 1

DEFINITIONS

1.1 For purposes of this Agreement, the following terms will have the following meanings. All meanings include both the singular and plural form.

"Acceptance" shall mean action by the County notifying Contractor and other entities of Completion, as required by and in accordance with contract terms and relevant applicable statutes.

"Agreement" shall mean this Project Stabilization/Community Benefits Agreement.

"Alternative Employee" shall mean an employee whose services have been obtained from a source other than the Union referral facilities as permitted in Section 17.6 of this Agreement.

"Apprentice" shall mean a person enrolled in a state-approved apprenticeship training program administered by a Joint Labor-Management Apprenticeship Training Committee (JATC).

"Completion" means that the work of Contractors is completed, as follows:

1. The occupation, beneficial use, and enjoyment of a work of improvement by the public agency, or its agent, accompanied by a cessation of labor on the work of improvement;

and

2. The acceptance by the public agency, or its agent, of the work of improvement;

3. Except that if the County directs a Contractor to engage in repairs, warranty work, modifications, or punch list work or if a Contractor performs work under a change order, such work shall be Covered Work under this Agreement.

"Contractor" means all contractors and subcontractors at all tiers, and any individual, firm, partnership or corporation (including the prime contractor, subcontractor of any tier, general contractor, design-build entity, or equivalent entity), or combination thereof, including joint ventures, and their successors and assigns, that is an independent business enterprise and that has entered into a contract for performance of Covered Work with the County or any of its contractors or subcontractors at any tier, with respect to the construction work covered by this Agreement and necessary for the Covered Project or any part thereof, including construction building material delivery as set forth in Section 3.11.

"Coordinator" shall mean the company or individual designated or retained by the County to administer this Agreement.

"Core Employee" shall mean an individual meeting the criteria listed in Section 17.1.1-17.1.5.

"Council" shall mean the Building and Construction Trades Council of Alameda County.

"County" shall mean the County of Alameda acting by and through its Board of Supervisors, Agency and Department heads, and administrative staff.

"Covered Project" shall mean a construction project covered by this Agreement as set forth in Section 3.2.

"Covered Work" means tasks in furtherance of construction of a Covered Project, including the tasks and activities specified for inclusion in Article 3, and excluding tasks and activities specified for exclusion in Article 3.

"Disadvantaged Resident" shall mean a resident of Alameda County who is unemployed at the time of commencement of work on the Covered Project, and is being sponsored into or has been enrolled in a state-approved apprenticeship training program administered by a Joint Apprenticeship Training Committee for less than two years.

"Emergency Work" shall mean those projects undertaken when an immediate or imminent critical impact to a facility or to the ability to provide essential services is likely within 30 days should no further action be taken, or in circumstances where mandatory environmental, health and/or safety requirements will be violated without said project, provided in either case that the project is being awarded pursuant to Public Contract Code section 22050.

"General Prevailing Wage Determination" shall mean the decisions made by the Director of the California Department of Industrial Relations (DIR) establishing a journeyman craft or

classification's prevailing wage determination, holiday, advisory scope of work, or travel and subsistence provision.

"Job Order Contract" shall mean an individual annual contract for repair, remodeling or other repetitive work done according to unit prices as authorized by Public Contract Code section 20128.5.

"Local Hiring Program" shall mean the program set forth in Article 18 of this Agreement intended to achieve the inclusion of Residents and Disadvantaged Residents in the employment and apprenticeship opportunities on Covered Projects.

"Master Labor Agreement" or "MLA" shall mean the collective bargaining agreement of each craft Union that is signatory to this Agreement.

"Owner Operator" shall mean a sole individual that owns and drives/operates a maximum of one unit, who is employed by a Contractor in the movement or transportation of materials or goods of another, and who does not employ any other individual to operate the unit in performance of Covered Work. The Owner Operator shall be carried on the payroll of the entity that employs or otherwise uses the Owner Operator. For the avoidance of doubt, a broker of trucks shall be considered a Contractor under this Agreement and be registered as a public works contractor per California Labor Code section 1725.5.

"Party" shall mean the County, the Council, and the Unions.

"Post-Disaster Work" shall mean County-approved construction projects consistent with Post-Disaster response and recovery efforts where the public interest and necessity demand immediate expenditure of public funds to safeguard life, health, or property following a local, state or federally declared disaster per the Stafford Act, provided in that the project is being awarded pursuant to Public Contract Code section 22050.

"Project Manager" shall mean the person or persons designated by the County to manage a Covered Project.

"Resident" shall mean an individual domiciled in Alameda County on the earlier of the date of employment on a Covered Project or the date of dispatch/referral by a Union to a Contractor performing work on a Covered Project. "Domiciled" has the meaning set forth in section 349(b) of the California Election Code.

"Sole Proprietor" shall mean a licensed contractor who is exempt from the requirement to carry workers' compensation insurance and who will self-perform Covered Work without hiring employees or field staff for the Covered Project. For the avoidance of doubt, Sole Proprietors must execute the Contractor Agreement to be Bound attached hereto as Exhibit B.

"Trust Agreements" shall mean the agreements between Unions and employers and or employer associations to govern trust funds contributed on behalf of covered workers for benefits for said workers.

"Union" shall mean the Building and Construction Trades Council of Alameda County and the local Unions that have executed this agreement, acting on its own behalf and on behalf of its respective affiliates and member organizations, whose names are subscribed hereto and who have through their officers executed this Agreement.

ARTICLE 2

PURPOSE

2.1 The purposes of this Agreement are to promote efficient construction operations on the Covered Projects, to ensure an adequate supply of skilled craftspeople, to provide for peaceful, efficient and binding procedures for settling labor disputes, and to provide quality employment and training opportunities for Residents and Disadvantaged Residents to work on future County projects. In so doing, the parties to this Agreement establish the foundation to promote the public interest; to provide a safe work place; to assure high quality construction; to ensure uninterrupted construction of Covered Projects; to secure optimum productivity; to develop a pool of skilled labor for County projects; and to facilitate on-schedule performance and County satisfaction.

2.2 It is the intent of the Parties to set out uniform and fair working conditions for the efficient completion of the Covered Projects, maintain harmonious labor/management relations and eliminate strikes, lockouts and other delays.

2.3 The Parties agree that one of the primary purposes of this Agreement is to avoid the tensions that might arise on the Covered Projects if union and nonunion workers of different employers were to work side by side on the Covered Projects, thereby leading to labor disputes that could delay completion of the Covered Projects.

2.4 This Agreement is entered into pursuant to and consistent with California Public Contract Code ("PCC") sections 2500 through 2502. Section 2500(a)(3) requires a public entity project stabilization agreement to include an agreed-upon protocol concerning drug testing for workers employed on the Covered Projects as set forth in Section 16.3.

ARTICLE 3

SCOPE OF AGREEMENT

3.1 Upon becoming effective, this Agreement shall amend and fully supersede the Project Stabilization/Community Benefits Agreement for the County of Alameda dated July 9, 2019, and will be applied to all Covered Projects awarded on or after the effective date.

3.2 This Agreement covers:

3.2.1 Construction contracts awarded by the County, including projects executed by the County for Special Districts, having an actual bid amount of $1 million or more; with regard to construction contracts procured by the Alameda County Public Works Agency, the Parties mutually agree to the side letter set forth as Exhibit A, with Council signature on behalf of all Union parties; and

3.2.2 Construction contracts for projects not fitting into the above categories, and for which the Board of Supervisors at its discretion designates for application of this Agreement.

3.3 The County shall not divide construction contracts to intentionally evade the monetary thresholds of Section 3.2.1.

3.4 Where the County is providing at least fifty percent (50%) of the funding for a project having an actual bid amount of $1 million or more, and is not awarding any construction contract(s) for the project and/or is not the lead agency for the project, the County shall make a request, in writing, to the entity awarding the project or the lead agency for the project, or both if both exist, to apply this Agreement, or in the alternative, shall make a request that the entity awarding the project or the lead agency for the project, or both if both exist, meet with the County and the Council to discuss application of this Agreement.

3.5 For the purpose of application of the thresholds set forth in Section 3.2.1 to Job Order Contracts, the threshold shall be applied to each Job Order, rather than to the Job Order Contract aggregate maximum. Individual Job Orders above the threshold shall require application of this Agreement to such individual Job Orders.

3.6 Covered Work: This Agreement covers, without limitation, all site preparation, surveying, construction, alteration, demolition, installation, improvement, remediation, retrofit, painting or repair of buildings, structures and other works, and related activities for the Covered Project that is within the craft jurisdiction of one of the Unions and that is directly or indirectly part of the Covered Project, including, without limitation to the following examples, landscaping and temporary fencing, temporary HVAC, geotechnical and exploratory drilling, soils and materials testing and inspection, pipelines (including those in linear corridors built to serve the Covered Project), pumps, pump stations, start-up, modular furniture installation, and final clean-up. This Agreement covers work done for the Covered Project in temporary yards, dedicated sites, or areas adjacent to the Covered Project, and at any on-site or off-site batch plant constructed to supply materials to the Covered Project.

3.7 This Agreement shall apply only to construction/craft employees, performing work on projects represented by the Unions, and shall not apply to Contractors' supervisors, technical or non-manual employees including, but not limited to, executives, engineers, office and clerical employees, drafters, architects, supervisors, timekeepers, messengers, guards, other employees above the classification of general foreman, inspectors, material

testers, and/or x-ray technicians, except to the extent that such inspectors, material testers, and/or x-ray technicians are covered by the relevant MLA.

3.8 There shall be no limitation or restriction upon the choice of materials or upon the full use and installation of equipment, machinery, package units, factory pre-cast, prefabricated or preassembled materials, tools or other labor-saving devices. The lawful fabrication provisions of the appropriate national or local agreements shall be applicable. The Covered Projects include work necessary for the Covered Projects and/or in temporary yards or areas adjacent to and dedicated to the Covered Projects, and at any batch plant(s) constructed or used solely to supply materials to the Covered Projects, when those sites or processes are dedicated exclusively to the Covered Projects.

3.9 This Agreement covers all on-site fabrication work over which the County or Contractors possess the right of control (including work done for Covered Projects in any temporary yard or area established for a Covered Project). Additionally, any offsite work, including fabrication, necessary for Covered Projects defined herein, that is lawfully covered by a current MLA or local addenda to a National Agreement of the applicable Union(s) that is in effect as of the execution of this Agreement shall be considered covered work under this Agreement. This agreement shall not apply to factory built modular construction.

3.10 The furnishing of supplies, equipment or materials which are stockpiled for later use shall in no case be considered subcontracting and shall be covered to the extent permitted by law. The delivery of ready-mix, asphalt, aggregate, sand or other fill material which are directly incorporated into the construction process as well as the off-hauling of debris and excess fill material and/or mud, shall be covered by the terms and conditions of this Agreement. All entities providing work covered under this Section shall provide certified payroll records to the County within ten (10) days of written request or as required by the bid specifications.

3.11 This Agreement shall apply to any start-up, calibration, performance testing, repair, maintenance, operational revisions to systems and/or subsystems performed pursuant to a contract for Covered Work on a Covered Project. The County reserves the right to perform any start-up, operation, repair, maintenance or revision of equipment or systems with employees of the County. If required, Contractor's personnel may make a final check and may direct their staff on site to make any necessary repairs to protect the terms of a manufacturer's guarantee or warranty of a piece of equipment.

3.12 The on-site installation or application of all items shall be performed by the craft having jurisdiction over such work as set forth under the provisions of this Agreement; provided, however, it is recognized that installation of specialty items which may be furnished by the County or a Contractor shall be performed by construction persons of the vendor or other companies where expressly required to protect a warranty on the items, provided, however, that (i) the warranty is uniform and standard across purchasers/customers, and (ii) the warranty requirements are provided in writing. Any such work shall be identified and discussed at the relevant pre-construction conference, or as soon as the County or the

Contractor is aware of the need to invoke this provision. Upon request from the Council, the County shall discuss with the vendor whether installation or application may be performed pursuant to terms of this Agreement without affecting the status of the warranty. The issue of whether it is necessary to use construction persons of the vendor or other companies to protect the warranty shall be subject to the grievance and arbitration clause of this Agreement.

3.13 Neither the Coordinator designated in Article 9 below, nor the Contractors, have the authority to speak for or bind the County.

3.14 The County retains the right and ability to meet all competitive bidding requirements of public contracting law and to award contracts pursuant to law and established contracting procedures, regardless of awardee's union signatory status. Further, the County may, at its sole discretion, end, delay, and/or suspend any or all portions of the work and may combine, consolidate, modify and/or not build any one or more portions of work covered by this Agreement at any time.

3.15 The County shall retain the right at all times to perform and/or subcontract all portions of the construction and related work on projects not covered by this Agreement.

3.16 The County shall have the right to purchase material and equipment from any source and the craftspersons will handle and install such material and equipment, subject to the requirements of the other Covered Work sections of this Agreement.

3.17 Work covered by this Agreement within the following craft jurisdictions shall be performed under the terms of their National Agreements as follows: the National Transient Lodge (NTL) Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, the National Agreement of Elevator Constructors, and any instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, with the exception that Articles 6, 11, and 23 of this Agreement shall apply to such work.

3.18 Without limiting the foregoing, items specifically excluded from the scope of this Agreement include the following:

3.19.1 The operation of equipment and machinery owned or controlled by the County and its subcontractors and not directly related to construction of Covered Projects;

3.19.2 All employees of any Contractor or any other consultant of the County not performing Covered Work;

3.19.3 Any work performed on or near or leading to or on to the site of work covered by this Agreement and undertaken by state, county, city or other governmental bodies, or their contractors, or by public utilities or their contractors, and/or by

the County or its contractors, in each case for work that is not Covered Work. For the avoidance of doubt, work performed by public or private utilities, including all electrical utility, voice-data-video, and security installation work ahead of and up to the electrical service entry connection or the main point of entry into the building shall be excluded. All electrical utility, voice-data-video, and security installation work performed after the electrical utility service entrance or the main point of entry shall be Covered Work. Additionally, all contracted work performed ahead of the service entrance connection and main point of entry that is inside the property line that provides for access to the building via a conduit or series of conduits shall be Covered Work;

3.19.4 Off-site maintenance of leased equipment and on-site supervision of such work;

3.19.5 Non-construction support services contracted by the County or any Contractor in connection with Covered Projects;

3.19.6 All work by employees of the County;

3.19.7 All warranty functions, warranty work, corrective work, repair and maintenance work on purchased equipment performed by manufacturers' representatives or vendors after Acceptance of any Covered Projects by the County pursuant to a contract for Covered Work on a Covered Project; and

3.19.8 All Post-Disaster and Emergency Work.

3.19.9 Work privately contracted by owners of property that the County is leasing.

3.20 The Council shall assist the County and its Contractors in encouraging and soliciting subcontractors in bidding on all Covered Projects.

3.21 This Agreement shall be included in all invitations to bid or solicitations for proposals from contractors or subcontractors for work on Covered Projects.

3.22 The provisions of this Agreement, including the MLAs incorporated herein by reference, shall apply to Covered Work, notwithstanding the provisions of any other local, area and/or national agreements which may conflict with or differ from the terms of this Agreement. To the extent a provision of this Agreement conflicts with an MLA, the provision of this Agreement shall prevail. Where a provision of an MLA does not conflict with this Agreement, the provision of the MLA shall apply. A list of all current MLAs in effect as of the effective date of this Agreement is attached hereto as Exhibit D; however, this list shall not be interpreted or construed to limit the applicability of future MLAs to Covered Work. The Council will provide any MLAs upon request from the County.

ARTICLE 4

RELATIONSHIP BETWEEN PARTIES

4.1 This Agreement shall only be binding on the signatory parties hereto, and shall not apply to parents, affiliates, subsidiaries, or other divisions of Contractors unless signed by such parent, affiliate, subsidiary, or other division of such company.

4.2 Each Contractor shall alone be liable and responsible for its own individual acts and conduct and for any breach or alleged breach of this Agreement, except as otherwise provided by law or the applicable Master Agreement. Any alleged breach of this Agreement by a Contractor or any dispute between the Union and the Contractor respecting compliance with the terms of this Agreement, shall not affect the rights, liabilities, obligations and duties between the signatory Union and each other Contractor party to this Agreement.

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

ARTICLE 5

SUBCONTRACTS

5.1 In order to perform Covered Work on a Covered Project, whether as a Contractor or subcontractor, all Contractors agree to be bound by each and every provision of this Agreement and agree to evidence their acceptance prior to the commencement of work by executing the Agreement to be Bound in the form attached hereto as Exhibit B.

5.2 Each Contractor, which includes all subcontractors of any tier, including trucking entities performing Covered Work for Covered Projects, agrees that neither it nor any of its subcontractors will subcontract any work to be done for a Covered Project except to a person, firm, or corporation who is or becomes party to this Agreement by signing the Agreement to be Bound attached to this Agreement as Exhibit B. All Contractors performing Covered Work for a Covered Project shall, as a condition to performing work, execute the Agreement to be Bound and perform all work under the terms of this Agreement. The obligations of a Contractor may not be evaded by subcontracting. If the subcontractor refuses to execute the Agreement to be Bound, then such subcontractor shall not perform Covered Work on a Covered Project.

5.3 Notwithstanding any other provisions of this Agreement, the Contractor, as appropriate, shall have the absolute right to award contracts or subcontracts for a Covered Project notwithstanding the existence or nonexistence of any collective bargaining agreements between the prospective Contractor and any Union party, and provided that such Contractor is willing, ready and able to comply with this Project Stabilization/Community Benefits Agreement and shall execute the Agreement to be

Bound (in the form attached as Exhibit B), should such Contractor be awarded work covered by this Agreement.

5.4 Each Contractor with a contract directly with the County has the primary obligation for performance of all conditions of this Agreement, including the performance of all of that Contractor's subcontractors. This obligation cannot be relieved, evaded or diminished by subcontracting. Should a Contractor elect to subcontract, that Contractor shall continue to have such primary obligation.

5.5 Each Contractor, which includes all subcontractors of any tier performing work on the Covered Project, shall give written notice to the relevant Union(s) of any subcontract involving the performance of work covered by this Agreement within either five (5) business days of entering such subcontract or before the subcontractor commences work on the Covered Project, whichever occurs first. Such notice shall specify the name and address of the subcontractor, the Contractors State License Board license number of the subcontractor (if required) and the scope of work to be performed. Written notice at a Pre-Job Conference shall be deemed written notice under this provision only for those subcontractors listed at the Pre-Job Conference.

5.6 Signatory Contractors:

5.6.1 With regard to any Contractor that is independently signed to any Master Labor Agreement, this Agreement shall in no way supersede or prevent the enforcement of any subcontracting clause contained in such MLA, except as specifically set forth in Section 5.6.2 below. Any such subcontracting clause in an MLA shall remain and be fully enforceable between each craft union and its signatory Contractors, and no provision of this Agreement shall be interpreted and/or applied in any manner that would give this Agreement precedence over subcontracting obligations and restrictions that exist between craft unions and their respective signatory Contractors under an MLA, except as specifically set forth in Section 5.6.2 below.

5.6.2 If a craft union ("aggrieved union") believes that an assignment of work for a Covered Project has been made improperly by a Contractor or subcontractor, even if that assignment was as a result of another craft union's successful enforcement of the subcontracting clause in its MLA, as permitted by Section 5.6.1 above, the aggrieved union may submit a claim under the jurisdictional resolution procedure contained in Article 6 of this Agreement, and the decision rendered as part of that process shall be enforceable to require the Contractor or subcontractor that made the work assignment to assign that work prospectively to the aggrieved union. An award made to a craft union under the subcontracting clause of its MLA, as permitted pursuant to Section 5.6.1 above, shall be valid and fully enforceable by that craft union unless it conflicts with a jurisdictional award made pursuant to this Agreement. If the award made under the MLA conflicts with the jurisdictional award, the award of damages under the former shall be null and void *ab initio*.

ARTICLE 6

WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

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

6.2 All jurisdictional disputes on a Covered Project between or among the building and construction trades Unions and the Contractors parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractors and Unions parties to this Agreement.

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

6.4 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor's assignment shall be adhered to until the dispute is resolved. Individual employees violating this section shall be subject to immediate discharge.

6.5 Each Contractor will conduct a pre-job conference with the Council prior to commencing work. The County and the project manager will be advised in advance of all such conferences and may participate if they wish. Pre-job conferences for different Contractors may be held together.

ARTICLE 7

PRE-JOB CONFERENCE

7.1 The Coordinator shall convene and the Council shall conduct, at a location and time mutually agreeable to the Council and the Coordinator, or by teleconference or videoconference if agreeable to the Council and Coordinator, a pre-job conference with the Unions and the representatives of all involved Contractors, who shall be prepared to announce craft assignments and discuss in detail the scope of work and the other issues set

forth below, at least fourteen (14) calendar days prior to:

(a) The commencement of any Covered Project work, and

(b) The commencement of Covered Project work on any subsequently awarded construction contract.

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

7.3 Seven (7) days before the pre-job conference each Contractor shall provide to the Coordinator and Council the following information, for discussion at the pre-job conference:

(a) A listing and brief description of each Contractor's scope of work;

(b) The craft assignments;

(c) The estimated number of craft workers required to perform the work;

(d) Transportation arrangements;

(e) The estimated start and completion dates of the work;

(f) Discussion of pre-fabricated materials; and

(g) Relevant plans, blueprints, or specifications as requested by the Council or County.

7.4 At the pre-job conference, the prime contractor shall identify the Covered Project's safety inspector(s), safety officer(s), and any Jobsite Safety Accountability Supervisor.

ARTICLE 8

JOINT ADMINISTRATIVE COMMITTEE MEETINGS

8.1 The parties to this Agreement will form a five person Joint Administrative Committee (JAC). The Committee will be comprised of two (2) representatives selected by the Council, two (2) representatives selected by the County, and one (1) community representative, nominated by the Board of Supervisors and agreeable to the Council. The parties shall appoint an alternate. The JAC meetings will be convened by the Coordinator

and chaired jointly by a representative of the Council and the County, and a quorum shall be three members, including at least one (1) from the County and one (1) from the Council. The purpose of these meetings is to promote harmonious labor/management relations, ensure adequate communications and advance the proficiency and efficiency of the employees and the Contractors for Covered Projects. These meetings will also include discussion of the schedule of upcoming projects and the safety of work performed for Covered Projects.

8.2 The JAC shall appoint a Joint Administrative Subcommittee, comprised of one (1) representative of the County and, one (1) representative of the Council for the purpose of convening to confer in an attempt to resolve any grievance that has been filed consistent with Article 22. This Subcommittee shall meet as required to resolve grievances by consensus vote, which resolution shall be final and binding. If no resolution can be mutually agreed upon, the grievance shall proceed to the grievance procedure outlined in Article 22, Step 4.

8.3 The JAC may review and make recommendations regarding overall operation of the Local Hiring Program (set forth in Article 18), and may make recommendations regarding compliance approaches in cases of noncompliance. Two years after the effective date of this Agreement, the JAC shall review overall operation and implementation of the Local Hiring Program to date, and, with affirmative vote from representatives of both the Council and the County, may (i) revise the definition of Disadvantaged Resident in Section 1.1 to align it with other local jurisdictions or to improve program implementation; or (ii) mutually agree to revise the Percentage Requirements (as set forth in the Local Hiring Program). In either case such revised definition or requirements shall be provided to Contractors and take effect for Contractors and all Parties without requiring re-execution of this Agreement.

8.4 JAC Meetings.

8.4.1 The JAC will meet monthly at the call of either chairs.

8.4.2 The Coordinator will establish agenda topics with input from the Committee and send notices of meetings with the agenda in advance of the meetings.

8.4.3 The JAC will receive reports and consider work progress and practices, Resident and Disadvantaged Resident utilization, pre-apprentice recruitment, training and referral, and apprentice development and utilization.

8.4.4 The Coordinator and the Contractors shall report progress on these issues and provide ongoing workforce projections for their work.

ARTICLE 9

COORDINATOR

9.1 The County will designate a Coordinator, who will be responsible for the administration and application of this Agreement.

9.2 The Coordinator shall endeavor to facilitate harmonious relations between the Contractors and Unions hereto and will conduct the Joint Administrative Committee meeting at the request of either joint chair referred to in Article 8 above. The Coordinator shall not be responsible for the acts of the Contractors or Unions signatory hereto, or County, and will not be a party to any arbitration or litigation arising out of this Agreement.

ARTICLE 10

UNION RECOGNITION AND REPRESENTATION

10.1 The Contractors recognize the Unions as the sole and exclusive collective bargaining representatives for all craft employees on Covered Projects, and all such employees shall be represented by a Union for the duration of their employment on the Project.

10.2 All employees who are employed by the Contractors shall, as a condition of employment, on or before the eighth (8^{th}) day of consecutive or cumulative employment for a construction contract subject to this Agreement, be responsible for the payment of the applicable monthly working dues and any associated fees uniformly required for union membership in the Union(s). However, there is nothing in this Agreement that would prevent non-union employees from joining the Union(s).

10.3 Authorized representatives of the Union(s) shall have access to the project site at all times when work is being, has been or will be performed. Such representatives shall comply with the reasonable visitor safety and security rules established for the project. Access for Union(s) representatives will not be unduly restricted.

10.4 The treatment and payment of stewards shall be in accordance with the applicable MLA.

ARTICLE 11

NO STRIKES - NO LOCKOUTS

11.1 During the life of this Agreement, the Unions and their members, agents, representatives and employees shall not incite, encourage, condone or participate in any strike, walkout, slowdown, sit-down, stay-in, boycott, wobble, sympathy strike, picketing or other work stoppage or hand-billing on Covered Projects for any cause whatsoever, or any other type of interference of any kind, coercive or otherwise, and it is expressly agreed that any such action is a violation of this Agreement.

11.1.1 Withholding of employees for failure of a Contractor to meet its weekly payroll is not a violation of this Article 11; however, the Union shall submit documentation of the failure to pay to the Coordinator and shall give the affected Contractor and the Coordinator written notice seventy-two (72) hours prior to the withholding of employees.

11.1.2 Should a Contractor performing work on a Covered Project be delinquent in the payment of Trust Fund contributions required under this Agreement with respect to employees represented by the Union, withholding of employees for failure of a Contractor to make Trust Fund contributions is not a violation of this Article 11; however, the Union or Trust Fund shall submit documentation of the failure to the Coordinator and shall give the affected Contractor and the Coordinator written notice seventy-two (72) hours prior to the withholding of employees. The documentation will indicate the amount of delinquency asserted and the period that the delinquency covers, to the best of the Union's or Trust Fund's knowledge. The Union or Trust Fund may request that the Contractor issue joint checks payable to the Contractor and the appropriate employee benefit Trust Fund until such delinquencies are satisfied, and the Contractor agrees that the County may issue joint checks to the Contractor and the Trust Fund until the delinquency is satisfied. It is agreed, however, with respect to Contractors delinquent in trust or benefit contribution payments, that nothing in this Agreement shall affect normal contract remedies available under the local collective bargaining agreements.

11.2 Expiration of Local and Other Applicable Agreements. It is specifically agreed that there shall be no strike, sympathy strike, picketing, lockout, slowdown, withholding of work, refusal to work, walk-off, sick-out, sit-down, stand-in, wobble, boycott or other work stoppage of any kind as a result of the expiration of any local, regional or other applicable labor agreement having application on the Covered Project and/or failure of the parties to that agreement to reach a new contract. If a Master Labor Agreement between a Contractor and the Union expires before the Contractor completes the performance of a construction contract and the Union or Contractor gives notice of demands for a new or modified Master Labor Agreement, the Union agrees that it will not strike or withhold labor from the Contractor for said contract for Covered Work and the Union and the Contractor agree that the expired collective bargaining agreement shall continue in full force and effect for Covered Work until a new or modified Master Labor Agreement is reached between the Union and Contractor. If the Union and Contractors agree to an interim agreement that will apply until a new Master Labor Agreement is reached, then, the Contractor may work under the terms of the interim agreement until a new or modified Master Labor Agreement is reached between the Union and Contractor. If the new or modified Master Labor Agreement reached between the Union and Contractor provides that any terms of compensation of the Master Agreement shall be retroactive, the Contractor agrees to comply with any retroactive terms of the new or modified Master Labor Agreement to its effective date which is applicable to employees who performed work for the project during the interim period. Such compliance shall occur within seven (7) days after notification by the Union.

11.3 In consideration of the foregoing, the Contractor shall not incite, encourage or participate in any lockout or cause to be locked out any employee covered under the provisions of this Agreement. The term "lockout" does not refer to the discharge, termination or layoff of employees by the Contractor for any reasons in the exercise of its rights as set forth in any provision of this Agreement, nor does "lockout" include the County's or Contractor's decision to terminate or suspend work for the site or any portion thereof for any reason.

11.4 Any employee or employees inciting, encouraging or participating in any strike, slowdown, picketing, sympathy strike or other activity in violation of this Agreement may be subject to immediate discharge and the procedure under this Article 11, if invoked.

11.5 Upon written or electronic mail notice of a violation to the Local and/or International Union offices, the Union and its officers shall take immediate action and will use their best efforts to prevent, end or avert any such aforementioned activity or the threat thereof by any of its officers, members, representatives or employees, either individually or collectively, including but not limited to, publicly disavowing any such action and ordering all such officers, representatives, employees or members who participate in such unauthorized activity to cease and desist from same immediately and to return to work and comply with its orders. The Contractor shall have the right, in the event of a work stoppage by the Union, to replace the employees represented by the Union in violation of this Agreement. Nothing in this Agreement shall be construed to limit or restrict the right of any of the parties to this Agreement to pursue fully any and all remedies available under law in the event of a violation of this Article 11.

11.6 Any party to this Agreement may institute the following binding arbitration procedure when such a breach is alleged. In the event a party institutes this procedure, arbitration shall be mandatory.

11.6.1 The party invoking this procedure shall immediately notify Robert Hirsch, who the parties agree shall be the permanent Arbitrator under this procedure. Thomas Angelo shall serve as alternate in the event that the permanent Arbitrator is unavailable at any time. If neither Robert Hirsch nor Thomas Angelo is available to hold a hearing within 24 hours or another short timeframe as mutually agreed, an arbitrator shall be selected using the provisions of Article 22 (Grievance Procedure). Notice to the Arbitrator shall be by the most expeditious means available, with written notice by email or similar means to the party alleged to be in violation and the involved Union General President. Should either the permanent or the alternate arbitrator identified above no longer work as a labor arbitrator, the County and the Council shall mutually agree to a replacement.

11.6.2 Upon receipt of said notice the Arbitrator named above or the alternate shall designate a place for, schedule and hold a hearing within twenty-four (24) hours or another short timeframe as mutually agreed.

11.6.3 The Arbitrator shall notify the parties by electronic mail or similar means of the place and time chosen for the session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an award by the Arbitrator.

11.6.4 The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred, and the Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court or other arbitration proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the award. The Arbitrator shall order cessation of the violation of this Article and other appropriate relief, and such award shall be served on all parties by hand or registered mail upon issuance.

11.6.5 Liquidated Damages: A party found to have violated the provisions of the No Strike-No Lockout section in this Article 11 shall cease such violation within eight (8) hours of the award of the Arbitrator. Should the violation continue past eight (8) hours, the party in violation shall pay to the affected party as liquidated damages either the actual damages incurred or the sum of ten thousand dollars ($10,000.00) per shift, or portion thereof, whichever is greater, until such violation is ceased. The Arbitrator shall retain jurisdiction to resolve any disputes regarding the liquidated damages claimed under this section.

11.6.6 The award shall be final, binding and non-reviewable as to the merits. A judgment of any court of competent jurisdiction shall be entered upon the award, which may be enforced by any such court, upon the filing of this Agreement and all other relevant documents referred to hereinabove in the following manner. Electronic mail or similar notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's award as issued under Section 11.6.4 of this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Arbitrator's award shall be served on all parties by hand or by delivery to their last known address or by registered mail.

11.6.7 Any rights created by statute or law governing arbitration or injunction proceedings inconsistent with the above procedure, or which interfere with compliance therewith, are hereby waived by the parties to whom they accrued, to the extent permitted by law.

11.6.8 The costs of the arbitration, including the fee and expenses of the Arbitrator, shall be borne equally by the affected Union(s) and the affected Contractors.

11.6.9 The procedures contained in this Section 11.6 shall be applicable only to alleged violations of this Article. Discharge or discipline of employees for violation of this Article shall be subject to the grievance and arbitration procedures of Article 22.

ARTICLE 12

MANAGEMENT RIGHTS

12.1 The Contractor retains full and exclusive authority for the management of their work forces for all work performed under this Agreement. This authority includes, but is not limited to, the right to:

12.1.1 Plan, direct and control the operation of all the work.

12.1.2 Decide the number and types of employees required to perform the work safely and efficiently. The lawful manning provisions of the applicable Master Labor Agreement shall be recognized.

12.1.3 Hire, promote and lay off employees as deemed appropriate to meet work requirements and/or skills required, consistent with this Agreement and the applicable MLA.

12.1.4 Require all employees to observe the County's Covered Project Rules, the Contractor's Covered Project Rules, Security and Safety Regulations, consistent with the provisions of this Agreement. The Contractor's and County's Project Rules and Regulations shall be reviewed and mutually agreed upon at the Pre-Job meeting and supplied to all employees and/or posted on the jobsite.

12.1.5 Discharge, suspend or discipline employees under the applicable MLA.

12.1.6 Assign and schedule work at its sole discretion and determine when overtime will be worked consistent with this Agreement and the applicable MLA.

12.1.7 Utilize any work methods, procedures or techniques and select and use any type or kind of materials, apparatus or equipment regardless of source, manufacturer or designator, in accordance with this Agreement.

12.2 The foregoing listing of management rights shall not be deemed to exclude other functions not specifically set forth herein. The Contractors, therefore, retain all legal rights not specifically enumerated in this Agreement.

ARTICLE 13

WORK RULES

13.1 Work Rules shall be governed by the applicable MLA for each craft.

ARTICLE 14

WAGE SCALES AND FRINGE BENEFITS

14.1 All employees covered by this Agreement shall be classified and paid in accordance with the classifications, wage scales, and fringe benefits contained in the appropriate MLAs, which have been negotiated by the historically recognized bargaining parties and in compliance with the applicable general prevailing wage determination made by the Director of Industrial Relations pursuant to the California Labor Code.

14.2 For the duration of its work on a Covered Project, the Contractors agree to recognize and put into effect such increases in wages and recognized fringe benefits as shall be negotiated between the various Union(s) and the historically recognized local bargaining parties on the effective date as set forth in the applicable MLA. The Union(s) shall notify the Contractors in writing of the specific increases in wages and recognized fringe benefits and the date on which they become effective.

14.3 The Contractors hereby adopt and agree to be bound by the written terms of the legally established Trust Agreements specifying the detailed basis on which payments are to be made into, and benefits paid out of, such appropriately qualified employee fringe benefit funds established by such appropriate Trust Agreements. The Contractors authorize the parties to such Trust Agreements to appoint Trustees and successor Trustees to administer the trust funds, and hereby ratify and accept the Trustees so appointed as if made by the Contractors.

14.4 If a Contractor fails to pay wages or benefits, the County agrees to honor a properly submitted, legally enforceable Stop Payment Notice.

ARTICLE 15

HOURS OF WORK, OVERTIME, SHIFTS and HOLIDAYS

15.1 The hours of work, establishment of overtime and travel time premiums, and the establishment of shifts and shift pay shall be governed by the applicable MLA for each craft and in accordance with the current General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to the California Labor Code. It is understood that the County and prime contractor may, at their discretion, establish a uniform starting time and/or ending time for a Covered Project, based on project needs.

In such cases the County and prime contractor shall notify the Council and provide an opportunity to meet and discuss.

15.2 Holidays and designated days off will be in compliance with the applicable General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to the California Labor Code, unless otherwise set forth in the MLA.

ARTICLE 16

HEALTH AND SAFETY

16.1 The employees covered by the terms of this Agreement shall at all times, while in the employ of the Contractor, be bound by the safety rules and regulations as established by the County and Contractors and in accordance with OSHA/Cal-OSHA. These rules and regulations will be published and posted at conspicuous places throughout the Covered Project site.

16.2 In accordance with the requirements of OSHA/Cal-OSHA, it shall be the exclusive responsibility of each Contractor working on a Covered Project to assure safe working conditions for its employees and compliance by them with any safety rules contained herein or established by the Contractors or the County. Nothing in this Agreement shall in any way be construed to make the Union(s) or the County liable for safety violations on the Covered Project.

16.3 The Parties and the Contractors agree to abide by the substance abuse policies contained in the applicable MLA, subject to Article 12. Should the County decide that there is a need for an OCIP on a Covered Project, the Parties and the Contractors mutually agree to the side letter attached as Exhibit C, with Council signature on behalf of all Union parties.

16.4 Work on Fire Sprinkler Systems: All inspections on a Fire Sprinkler System shall be performed by an ASSE 15000 certified Sprinkler Fitter who is registered with the Office of the California State Fire Marshall. All testing and/or maintenance performed on any Fire Sprinkler System shall be performed by an individual who has graduated from a state-approved apprenticeship program. All apprentices working on fire protection systems shall be registered with a state-approved apprenticeship program.

ARTICLE 17

REFERRAL PROCESS

17.1 The Union(s) shall be the primary source of all craft labor employed on Covered Projects. However, in the event that a Contractor has its own core workforce, the Contractors may request by name, and the Union(s) shall honor, referral of persons who have applied to

the local union for Covered Work and who demonstrate the following qualifications ("Core Employees"):

17.1.1 possess any license and/or certifications required by state or federal law for the Covered Work to be performed;

17.1.2 have worked a total of at least one thousand (1,000) hours in the construction craft during the prior three (3) years;

17.1.3 were on the Contractors' active payroll for at least sixty (60) out of the one hundred forty (140) calendar days prior to the contract award;

17.1.4 have the ability to perform safely the basic functions of the applicable trade; and

17.1.5 be a Resident.

17.2 In the case of a Sole Proprietor that is self-performing work, the Sole Proprietor is not required to request a dispatch from the Union hall for themselves. If the Sole Proprietor hires employees or field staff for the project, it shall cease to be a Sole Proprietor as defined under this Agreement and shall comply with all Contractor obligations herein.

17.3 The Union(s) will first refer to such Contractors one journeyman employee from the hiring hall out-of-work list for the affected trade or craft, and will thereafter refer one of such Contractors' "core" employees as a journeyman and shall repeat the process, one and one, until such Contractors' crew requirements are met or until such Contractors have hired no more than five (5) Core Employees, whichever occurs first. All Core Employees shall satisfy the requirements of Article 10 of this Agreement. Thereafter, all additional employees shall be hired exclusively from the Union(s)' hiring hall out-of-work list(s), in accordance with this Agreement. For the duration of the Contractors' work the ratio shall be maintained and when the Contractors' workforce is reduced, Employees shall be laid off in the same ratio of core employees to hiring hall referrals as was applied in the initial hiring. Contractors signatory to a Local, Regional, and/or National collective bargaining agreement(s) with a Union(s) shall be bound to the hiring hall provisions contained in the relevant MLA of the affected Union(s).

17.4 An Owner/Operator may be dispatched to the Covered Project as a core employee, provided that such Owner/Operator satisfies the qualifications in Article 1 and has complied with and completed all registration requirements with the Union prior to dispatch. In addition, upon request of the Council or any Union, the Owner Operator must provide documentation of insurance, a business license, and a valid motor carrier permit issued solely in their name. In the event the Owner/Operator hires employees or field staff for the Covered Project, it shall cease to be an Owner/Operator as defined under this Agreement and shall comply with all Contractor obligations herein.

17.5 All Contractors shall be bound by and utilize the registration facilities and referral systems established or authorized by the relevant Union so long as such procedures are in

compliance with applicable federal, state or local law. The Contractor shall have the right to determine the competency of all employees and may reject any referral for any reason, provided that the Contractor complies with Article 21, Non-Discrimination, and in accordance with the applicable MLA.

17.6 In accordance with the MLAs and in the event that referral facilities maintained by the Union(s) are unable, despite good faith efforts, to fill the request of a Contractor for employees within a forty-eight (48) hour period after such request is made by the Contractor, Saturdays, Sundays and Holidays excluded, the Contractor shall be free to obtain work persons from any source ("Alternative Employees"). Upon hiring Alternative Employees, the Contractor shall immediately notify the appropriate Union(s) of the name and address of the Alternative Employees hired, which Alternative Employees shall be bound by the provisions of this Article and the Union(s)' hiring hall rules.

ARTICLE 18

LOCAL HIRING PROGRAM

18.1 Local Hiring. The Parties and Contractors agree to work together to increase utilization of Residents and Disadvantaged Residents in the employment and apprenticeship opportunities created by the Covered Work. The requirements of this Article 18 are referred to as the Local Hiring Program.

18.2 Percentage Requirements. For each Covered Project, Contractors shall satisfy the following percentage requirements (the "Percentage Requirements"):

18.2.1 Residents shall perform at least 40 percent of all hours worked, on a craft-by-craft basis; and

18.2.2 Disadvantaged Residents shall perform at least 40 percent of all apprentice hours worked, for the project overall (*i.e.,* not on a craft-by-craft basis).

Prime contractors must comply with the Local Hiring Program either by demonstrating satisfaction of the Percentage Requirements or by demonstrating that all Contractors have satisfied the good faith efforts set forth in Section 18.3, below.

18.3 Contractors' Good Faith Efforts. Each Contractor must take the following steps in an attempt to satisfy the Percentage Requirements:

18.3.1. Each Contractor shall attend the scheduled pre-job meetings identified in Article 7. At this meeting, each Contractor must submit written workforce projections and projected worker-hours on a craft-by-craft basis, consistent with the Contractor's bid proposal. In the event the pre-job meeting is waived, each Contractor must submit written workforce projections to the Coordinator within

five days.

18.3.2 Resident Hiring – Overall Workforce. If staffing with Contractor's current crew members has not enabled satisfaction of the Percentage Requirement in Section 18.2.1, the Contractor shall request referral of needed Residents from the appropriate Union hiring hall, using "name call," "rehire," or other available procedures to satisfy the Percentage Requirements. All requests for referrals under this subsection shall be in writing.

18.3.3 Disadvantaged Resident Hiring – Apprentices. If staffing with the Contractor's current crew members has not enabled satisfaction of the Percentage Requirement in Section 18.2.2, the Contractor shall request from the Coordinator a copy of the list of Disadvantaged Residents set forth in Section 19.3 and shall sponsor a Disadvantaged Resident for enrollment in the applicable JATC if possible, or if sponsorship is not possible, shall request referral of a Disadvantaged Resident from the appropriate Union hiring hall or apprenticeship program, as required, using "name call," "rehire," or other available procedures to satisfy the Percentage Requirements. All requests for referrals under this subsection shall be in writing.

18.3.4 Contractors' employees on sites other than Covered Projects may be credited toward satisfaction of the Percentage Requirements, if such hours are worked during term of the Contractor's work on the Covered Project, and if such work is performed in any of the nine Bay Area counties of: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara, Marin, Solano, Napa and Sonoma. The Contractor is responsible for providing written evidence, such as certified payroll records or other documents as approved by the JAC, of Resident and/or Disadvantaged Resident hours worked on such sites.

18.4 Oversight and Enforcement.

18.4.1 With day-to-day support from the Coordinator, the JAC shall provide oversight regarding the Local Hiring Program and will serve as the central forum for representatives of all interested or affected parties to exchange information and ideas and to advise the County staff and the Coordinator concerning the operation and results of the Local Hiring Program and the ongoing role of this Project Stabilization/Community Benefits Agreement as an integral component of the Local Hiring Program. As part of these responsibilities, the JAC will assess the obstacles to success of achieving inclusion of Residents and Disadvantaged Residents in the construction opportunities and shall make recommendations to overcome some of those obstacles.

18.4.2 Contractor requirements of the Local Hiring Program shall be terms of the prime contracts awarded by the County on Covered Projects, and enforcement actions shall be pursuant to contract compliance procedures set forth in such contracts.

Hours worked by workers who reside in states other than California shall not be considered in compliance determinations regarding the Local Hiring Program.

18.4.3 Contractors shall submit to the Coordinator copies of all information necessary to determine Contractor compliance with the Local Hiring Program, including dispatch requests and responses, records regarding hiring decisions of Residents and Disadvantaged Residents who were referred but not hired, and any other relevant information requested by the Coordinator.

18.5 Federally-Funded Projects. Requirements of this Article 18 shall not apply to Covered Projects for which funding sources prohibit such application. However, if funding sources require alternative hiring goals or requirements (such as the hiring requirements of Executive Order 11246, applicable to federally-funded projects), then such requirements shall apply, and all requirements and procedures set forth in this Agreement related to implementation of the Local Hiring Program shall be utilized to implement the alternative hiring goals or requirements imposed by the funding source, consistent with the applicable MLAs and hiring hall procedures. The County shall make good faith efforts to notify the Council prior to invoking this provision.

18.6 JAC Compliance Review. Any Contractor deemed not in compliance with the Local Hiring Program by the Coordinator shall be referred to the JAC to facilitate compliance, including establishing a corrective action plan. In the event the Contractor remains out of compliance, the JAC will refer the Contractor to the County for enforcement.

18.7 Apprentices. The Contractors/Employers shall employ Apprentices enrolled in a JATC in their respective crafts, to perform work that is within their capabilities and that is customarily performed by the craft in which they are indentured. Apprentice ratios shall be in compliance with the provisions of the California Labor Code and the applicable state prevailing wage determination. Consistent with the Master Agreements, there shall be no restriction on the utilization of apprentices in performing the work of their craft provided they are properly indentured and supervised.

18.8 Union Commitments. The Unions will exert their utmost efforts to recruit and enroll as Apprentices and journey-level workers sufficient numbers of skilled craft persons who are Residents and Disadvantaged Residents to enable Contractors to satisfy the Percentage Requirements on Covered Projects, and to meet the needs of the industry generally. The Unions will utilize all available mechanisms and relationships with the JATCs to refer to Covered Projects qualified and available Residents and Disadvantaged Residents. In addition, for purposes of the Local Hiring Program, notwithstanding any other provisions of this Agreement:

18.8.1 The Unions agree to accept requests of Contractors for Residents and Disadvantaged Residents on Covered Projects; that in performance of Covered Work, Residents and Disadvantaged Residents qualify as "name calls" (or "rehire" or similar term) for purposes of referral and hiring under the MLAs and hiring hall rules; and that Residents and Disadvantaged Residents shall be referred

to requesting Contractors as needed in order for Contractors to satisfy percentage requirements of the Local Hiring Program, and otherwise under same terms as other workers referred as name calls.

18.8.2 In limited circumstances where Section 18.8.1 conflicts with a Union's hiring hall rules, that Union shall refer Residents and Disadvantaged Residents actively searching for work to those Contractors who have provided the requisite information regarding staffing needs as set forth in Section 18.3.1, to ensure the Contractor can fulfill Local Hiring Program percentages on the Covered Project.

18.9 The Council and the Coordinator shall conduct a quarterly meeting or conference call with Union representatives, reminding them of the Percentage Requirements and referral procedures pursuant to this Agreement, and to discuss and address any issues arising in implementation.

18.10 Proposition 209 Repeal. If Article I, Section 31 of the California Constitution (*a.k.a* Proposition 209) is repealed during the term of this Agreement, and if the County, acting through the Board of Supervisors, subsequently establishes race- and/or gender-conscious percentage hiring requirements applicable to Covered Projects, then Parties shall meet and confer to discuss implementation of such requirements through this Agreement.

ARTICLE 19

REPORTING

19.1 This article describes reporting guidelines and responsibilities for parties signatory to this Agreement.

19.2 On a monthly basis, Contractors must submit reports on the status and progress of local hiring on a craft by craft basis, including utilization of Apprentices.

19.3 The Coordinator shall develop and maintain a current list of Disadvantaged Residents who are available to work on the Covered Projects. The Council shall assist with development of this list. The Coordinator shall provide the list to Contractors as set forth in Section 18.3.3.

19.4 Upon request from the Coordinator (but no more frequently than quarterly), the Unions shall make best efforts to provide available information regarding apprenticeship program advancement and employment status of Disadvantaged Residents who were newly enrolled in JATC apprenticeship programs pursuant to the Local Hiring Program.

19.5 On an annual basis, the Unions and the County shall jointly prepare and submit a report for the Board of Supervisors' review. This report shall include but not be limited to the Local Hiring Program, as well as challenges and benefits of this Agreement.

ARTICLE 20

HELMETS TO HARDHATS: VETERAN EMPLOYMENT

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

20.2 The Unions and Contractors agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on the Covered Project and of apprenticeship and employment opportunities for this Covered Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

ARTICLE 21

NON-DISCRIMINATION

21.1 The Unions and Contractors shall not discriminate against any employee or applicant for employment based on race, national origin, religion, sex, sexual orientation, political affiliation, membership in a labor organization, or any other basis recognized by law, in hiring and dispatching workers for the project.

ARTICLE 22

GRIEVANCE PROCEDURE

22.1 All disputes concerning the interpretation and/or application of this Agreement that do not fall within the Article 11 No-Strike/No-Lockout procedure, or Article 6 Work Assignments and Jurisdictional Disputes, shall be governed by the following grievance and arbitration procedure. The County may intervene and become a party to any grievance pursuant to this Agreement, as set forth below. Dispute resolution and enforcement procedures in this Agreement do not replace or affect the availability to County of contractual remedies and enforcement mechanisms set forth in prime contracts or County contract administration guidelines and procedures.

22.2 Grievances regarding interpretation and/or application of this Agreement shall be pursued according to the following provisions:

22.2.1 A grievance shall be considered null and void if not brought to the attention of the parties within ten (10) working days after the grievance is alleged to have occurred but in no event more than thirty (30) days after the charging party became aware of the event giving rise to the dispute. The grieving party shall give notice of the grievance to the Coordinator.

22.2.2 Grievances regarding provisions of this Agreement shall be settled or otherwise resolved according to the following Steps and provisions. Upon mutual request by the parties to the grievance, the Coordinator may facilitate the processing of disputes under this Article, including the scheduling and arrangement of facilities for meetings, administration of the selection of the arbitrator to hear the case (including coin toss), and any other administrative matters necessary to facilitate the timely disposition of the dispute. However, it is the responsibility of the principal parties to any pending dispute to ensure that the applicable time limits outlined in this Article are met.

Step 1: The parties' representatives shall attempt to resolve the grievance with the participation of the relevant craft supervisor or steward.

Step 2: In the event the matter remains unresolved in Step 1 above, within five (5) working days, the grieving party shall reduce the grievance to writing provide such written account of the grievance to all responding parties, with a copy to the County, for discussion and resolution. The County may join the grievance as a grieving or responding party within thirty (30) days after receiving such notice.

Step 3: In the event that the representatives are unable to resolve the dispute with approval of all parties by the date five (5) working days after its referral to Step 2, then any involved party may submit it within the next five (5) working days to the Joint Administrative Subcommittee, established in Section 8.2, which shall meet within five (5) working days after such submission (or such longer time as is mutually agreed upon by the representatives on the Joint Administrative Subcommittee) in an attempt to resolve the grievance. Regardless of which party has initiated the grievance proceeding, prior to the meeting of the Joint Administrative Subcommittee, the Union shall notify its international union representative(s), which shall advise all parties if it intends on participating in the meeting. The participation by the International Union Representative in this Step 3 meeting shall not delay the time set herein for the meeting, unless otherwise mutually agreed by all parties. Decisions by the Joint Administrative Subcommittee shall be by majority vote with such resolutions to be final and binding on all parties to the grievance.

Step 4: If the dispute is not resolved by the Joint Administrative Subcommittee within 10 days after submission to the Joint Administrative Subcommittee, then the grieving party may, within five (5) working days, initiate submission of the dispute to arbitration. The time limits set out in this procedure may, upon agreement of all parties to the grievance, be extended. Initiation of submission to arbitration, request for extension of time limits, and agreement to extend such time limits, shall be in writing with copies to all parties in order to be effective.

Step 5: Within seven (7) calendar days after arbitration initiation pursuant to Step 4, the parties to the grievance shall choose an arbitrator for final and binding arbitration. The arbitrator shall be selected by the alternate striking method from the following list. If there are more than two parties to the grievance, alternate strikes shall be between grieving as a group and responding parties as a group. The party or group who shall strike the first name shall be selected by the toss of a coin. (1) Barbara Kong-Brown; (2) Morris Davis; (3) Robert Hirsch; (4) William Riker; (5) Katherine Thomson; (6) Carol Vendrillo; (7) David Weinberg; (8) Joel Schaffer; (9) Martin Gran. Should all grieving or all responding parties to the procedure fail or refuse to participate in the hearing, if the Arbitrator determines that proper notice of the hearing has been given, said hearing shall proceed to a default award. The Arbitrator's award shall be final and binding on all parties to the arbitration. The costs of the arbitration, including the arbitrator's fee and expenses, shall be borne equally by the parties to the arbitration. If there are more than two parties to the arbitration, the costs of arbitration shall be borne equally between the grieving parties as a group and responding parties as a group. The Arbitrator's decision shall be confined to the question(s) posed by the grievance and the Arbitrator shall not have authority to modify amend, alter, add to, or subtract from, any provisions of this Agreement.

22.3 Should any of the arbitrators listed in this Article or Article 11 no longer work as a labor arbitrator, the City and the Council shall mutually agree to a replacement.

22.4 Where an issue is addressed in this Agreement and an MLA, this Agreement shall prevail. Where an issue is addressed in an MLA and not in this Agreement, the MLA shall control. Grievances between a Union(s) and a Union(s)' signatory contractor involving interpretation or application of the Master Agreement shall be governed by the grievance procedures contained in the Master Agreement. All disputes involving the discipline and/or discharge of an employee shall be resolved through the grievance and arbitration provisions contained in the Master Labor Agreement for the craft of the affected employee. This Agreement shall not displace provisions of MLAs that prohibit workers from being disciplined or discharged without just cause.

22.5 In the event of a pending grievance regarding unpaid wages or benefits, the Council may request that the County withhold retention payments and/or require the Contractor involved in the grievance to obtain a bond sufficient to cover the potential

damages. However, the County may decline to withhold retention payments subject to the terms of the applicable construction contract.

ARTICLE 23

MISCELLANEOUS PROVISIONS

23.1 Counterparts. This Agreement may be executed in counterparts, such that original signatures may appear on separate pages, and when bound together all necessary signatures shall constitute an original. Facsimile signature pages transmitted to other parties to this Agreement shall be deemed equivalent to original signatures.

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

ARTICLE 24

ENTIRE AGREEMENT

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

24.2 The Unions agree that this Agreement covers all matters affecting wages, hours and other terms and conditions of employment, and that during the terms of this Agreement, neither the Contractors, nor the Unions will be required to negotiate on any further matters affecting these or any other subject not specifically set forth in this Agreement except by mutual agreement of the Unions involved and the County.

24.3 The parties to this Agreement understand and agree that nothing in this Agreement shall supersede or take precedence over any Board policy or requirement including, but not limited to, the construction contract, contract documents, project manual, and general conditions for the Covered Project.

24.4 Provisions negotiated into any new or modified MLA which are less favorable to the Contractor shall not apply to work covered by this Agreement. Any disagreement regarding the application of the provisions of any new or modified MLA shall be resolved under the dispute and grievance arbitration procedures set forth in Article 22.

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

ARTICLE 25

GENERAL SAVINGS CLAUSE

25.1 Severability and Conflict with Law: It is not the intention of the Parties to violate any laws governing the subject matter of this Agreement. If any Article or provision of this Agreement shall be declared invalid, inoperative, or unenforceable by any competent authority of the executive, legislative, judicial or administrative branch of the federal, state or local government, the Parties shall suspend the operation of each such article or provision during the period of invalidity. Such suspension shall not affect the operation of any provision covered in this Agreement to which the law or regulation is not applicable. Further, parties agree that if and when any or all provisions of this Agreement are finally held or determined to be illegal or void by a Court of competent jurisdiction, the parties will promptly enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the requirements of an applicable law and the intent of the parties hereto.

25.2 Requirements of Funding Sources: In the event a term of this Agreement conflicts with a condition of project funding by a Covered Project's funding source, the conflicting term of this Agreement shall not apply; however, the remainder of the Agreement shall remain in place. The County shall make good faith efforts to notify the Council prior to invoking this provision; make good faith efforts to explore with said funding source the degree to which the conflicting term may be applied; and argue for application of the term where possible. In no case shall this Agreement require the County to forego any funds for a Covered Project.

ARTICLE 26

DURATION OF AGREEMENT

26.1 Term: This Agreement shall become effective upon execution by the County and the Council and shall continue in full force and effect for ten (10) years. In the event the County or the Council wishes to amend, modify, or terminate this Agreement five (5) years from the effective date, written notice shall be delivered to other Parties no more than six (6) months prior to the five (5) year anniversary of the effective date. Notice by County to the Council shall constitute notice to all Unions. At the five-year juncture, (i) either the County or the Council may terminate this Agreement; (ii) the County and the Council may mutually choose to amend this agreement in writing; or (iii) if neither such

action is taken, this Agreement shall automatically be extended for the remainder of the ten-year term.

26.2 Amendment: This Agreement may be amended during the Term set forth above by mutual written agreement of the County and the Council. Amended terms shall take effect with regard to contracts for Covered Projects awarded by the County after the effective date of the amendment.

SIGNATURES

County of Alameda

By: _____
President, Board of Supervisors

Approved as to Form:
Donna R. Ziegler, County Counsel

DocuSigned by:
By: Audrey Beaman
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Audrey Beaman
Deputy County Counsel

Building & Construction Trades Council of Alameda County

By: _____
Andreas Cluver, Secretary-Treasurer

Unions

Boilermakers Local #549 _____	Bricklayers & Allied Craftworkers Local #3 _____
Electrical Workers Local #595 _____	Elevator Constructors Local #8 _____
Insulators Local #16 _____	Iron Workers Local #378 _____
Laborers Local #67 _____	Laborers Local #304 _____
Plasterers Local #66 _____	Operating Engineers Local #3 _____
Plasterers and Cement Masons Local #300 _____	Roofers & Waterproofers Local #81 _____
Sheet Metal Workers Local #104 _____	Sign & Display Local #510 _____

Sprinklerfitters Local #483 _____	Teamsters Local #853 _____
UA Steamfitters, Pipefitters, Plumbers & Gas Fitters Local #342 _____	UA Underground Utility & Landscape Irrigation Local #355 _____
District Council 16, International Union of Painters & Allied Trades, for itself and its affiliated Unions: Carpet & Lino Layers Local #12, Auto & Marine Painters Local #1176, Glass Workers Local #169, Painters Local #3 _____	Northern California Carpenters Regional Council, for itself and its affiliated Unions: Carpenters Local #2236, Carpenters Local #713, Lathers Local #68L, Millwrights Local #102, Pile Drivers Local #34 _____

EXHIBIT A

SIDE LETTER

PUBLIC WORKS PROCUREMENT

With regard to construction contracts procured by the Alameda County Public Works Agency:

1. For the first five years after the effective date of the Project Stabilization/Community Benefits Agreement to which this side letter is attached (PS/CBA), only construction contracts having an actual bid amount of $3 million or more shall be considered Covered Projects subject to the PS/CBA, except with respect to construction trucking as set forth in Section 3.11 of the PS/CBA, which shall be covered by this PS/CBA if the project for which the trucking work is being performed has an actual bid amount of $1 million or more.

2. Thirty months after the effective date, or earlier if the Parties mutually agree, the County shall evaluate and report to the Joint Administrative Committee any impacts the PS/CBA has had on the County's contracting programs implemented by the Public Works Agency. After such evaluation, the dollar threshold set forth in paragraph 1 may be revised for the remainder of the initial five year period by mutual agreement of the County and the Council.

County of Alameda

By_____
President, Board of Supervisors

Date_____

Building & Construction Trades Council of Alameda County:

By _____
Andreas Cluver, Secretary-Treasurer

Date _____

Approved as to Form:
Donna R. Ziegler, County Counsel

DocuSigned by:
By: Audrey Beaman
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Audrey Beaman
Deputy County Counsel

EXHIBIT B

CONTRACTOR AGREEMENT TO BE BOUND

The undersigned, as a Contractor or Subcontractor (CONTRACTOR) on a project of the County of Alameda, (hereinafter PROJECT), for and in consideration of the award to it of a contract to perform work on said PROJECT, and in further consideration of the mutual promises made in the "Project Stabilization/Community Benefits Agreement for the County of Alameda" (hereinafter AGREEMENT), a copy of which was received and is acknowledged, hereby:

(1) Accepts and agrees to be bound by the terms and conditions of the AGREEMENT, together with any and all amendments and supplements now existing or which are later made thereto;

(2) The CONTRACTOR agrees to be bound by the legally established local trust agreements as set forth in Article 14 of the AGREEMENT and agrees to execute a separate subscription agreement(s) for such trust funds when such trust fund(s) require(s) such document(s).;

(3) The CONTRACTOR authorizes the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the CONTRACTOR;

(4) Certifies that it has no commitments or agreements which would preclude its full and complete compliance with the terms and conditions of said AGREEMENT;

(5) Agrees to secure from any CONTRACTORS (as defined in said AGREEMENT) which is or becomes a Subcontractor (of any tier) to it, a duly executed Agreement to be Bound in form identical to this document.

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

CONTRACTOR/SUBCONTRACTOR:_____

California Contractor State License No. or Motor Carrier (CA) Permit No.: _____

Name of Authorized Person (print): _____

Signature of Authorized Person: _____

Title of Authorized Person: _____

Telephone Number of Contractor:_____

Address of Contractor:_____

State Public Works Registration Number: _____

EXHIBIT C

SIDE LETTER

COUNTY OF ALAMEDA
PROJECT STABILIZATION/COMMUNITY BENEFIT AGREEMENT

In the event the County decides to cover any given Covered Project with an Owner Controlled Insurance Program (OCIP) during the life of the PS/CBA, the following language will apply:

The County intends to implement an OCIP, or wrap up insurance, on the Covered Project. All Contractors and employees performing work on the Covered Project, and not otherwise excluded from the OCIP; will be bound by the requirement of the OCIP Safety Manual; provided however, discipline imposed for alleged violations of the OCIP Safety Manual is subject to the Grievance procedures in Article 22. Any drug testing protocol established by the Contractor for the Covered Project shall satisfy the requirements of the OCIP Safety Manual and be consistent with the MLAs. In the event that there is a conflict between the MLAs and the OCIP requirements, the OCIP requirements shall prevail.

County of Alameda

By_____
President, Board of Supervisors

Date_____

Building & Construction Trades Council of Alameda County:

By _____
Andreas Cluver, Secretary-Treasurer

Date _____

Approved as to Form:
Donna R. Ziegler, County Counsel

DocuSigned by:
Audrey Beaman
84BD9DA362D048E...

By: _____
Audrey Beaman
Deputy County Counsel

EXHIBIT D

LIST OF CURRENT MASTER LABOR AGREEMENTS

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DOCUMENT 00 73 56

HAZARDOUS MATERIALS PROCEDURES & REQUIREMENTS

1. Summary

This document includes information applicable to hazardous materials and hazard waste abatement.

2. Notice of Hazardous Waste or Materials Conditions

2.1. Contractor shall give notice in writing, including by e-mail, to the County, the Construction Manager, and the Architect promptly, before any of the following conditions are disturbed, and in no event later than twenty-four (24) hours after first observance, of any:

2.1.1. Material that Contractor believes may be material that is hazardous waste or hazardous material, as defined in section 25117 or 25260 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;

2.1.2. Other material that may present a substantial danger to persons or property exposed thereto in connection with Work at the site.

2.2. Contractor's written notice shall indicate whether the hazardous waste or material was shown or indicated in the Contract Documents to be within the scope of Work, and whether the materials were brought to the site by Contractor, its Subcontractors, suppliers, or anyone else for whom Contractor is responsible. As used in this section the term "hazardous materials" shall include, without limitation, asbestos, lead, mercury, Polychlorinated biphenyl (PCB), petroleum and related hydrocarbons, and radioactive material.

2.3. In response to Contractor's written notice, the County shall investigate the identified conditions.

2.4. If the County determines that conditions do not involve hazardous materials or that no change in terms of Contract is justified, the County shall so notify Contractor in writing, stating reasons. If the County and Contractor cannot agree on whether conditions justify an adjustment in Job Order Sum or Job Order Times, or on the extent of any adjustment, Contractor shall proceed with the Work as directed by the County.

2.5. If after receipt of notice from the County, Contractor does not agree to resume Work based on a reasonable belief it is unsafe, or does not agree to resume Work under special conditions, then County may order such portion of Work that is in connection with such hazardous condition or such affected area to be deleted from the Work, or performed by others, or County may invoke its rights to terminate the Contract in whole or in part. County will determine entitlement to or the amount or extent of an

adjustment, if any, in Job Order Sum or Job Order Times as a result of deleting such portion of Work, or performing the Work by others.

2.6. If Contractor stops Work in connection with any hazardous condition and in any area affected thereby, Contractor shall immediately redeploy its workers, equipment, and materials, as necessary, to other portions of the Work to minimize delay and disruption.

3. **Additional Warranties and Representations**

3.1. Contractor represents and warrants that it, its employees, and its subcontractors and their employees, shall at all times have the required levels of familiarity with the Site and the Work, training, and ability to comply fully with all applicable law and contract requirements for safe and expeditious performance of the Work, including whatever training is or may be required regarding the activities to be performed (including, but not limited to, all training required to address adequately the actual or potential dangers of Contract performance).

3.2. Contractor represents and warrants that it, its employees, and its subcontractors and their employees, shall at all times have and maintain in good standing any and all certifications and licenses required by applicable federal, state, and other governmental and quasi-governmental requirements applicable to the Work.

3.3. Contractor represents and warrants that it has studied carefully all requirements of the Specifications regarding procedures for demolition, hazardous waste abatement, or safety practices, specified in the Contract, and prior to submitting its bid, has either (a) verified to its satisfaction that the specified procedures are adequate and sufficient to achieve the results intended by the Contract Documents, or (b) by way of approved "or equal" request or request for clarification and written Addenda, secured changes to the specified procedures sufficient to achieve the results intended by the Contract Documents. Contractor accepts the risk that any specified procedure will result in a completed Project in full compliance with the Contract Documents.

4. Monitoring and Testing

4.1. County reserves the right, in its sole discretion, to conduct air monitoring, earth monitoring, Work monitoring, and any other tests (in addition to testing required under the agreement or applicable law), to monitor Contract requirements of safe and statutorily compliant work methods and (where applicable) safe re-entry level air standards under state and federal law upon completion of the job, and compliance of the work with periodic and final inspection by public and quasi-public entities having jurisdiction.

4.2. Contractor acknowledges that County has the right to perform, or cause to be performed, various activities and tests including, but not limited to, pre-abatement, during abatement, and post-abatement air monitoring, that County shall have no obligation to perform said activities and tests, and that a portion of said activities and tests may take place prior to the completion of the Work by Contractor. In the event County elects to perform these activities and tests, Contractor shall afford County ample

access to the Site and all areas of the Work as may be necessary for the performance of these activities and tests. Contractor will include the potential impact of these activities or tests by County in the Job Order Sum and the Scheduled Completion Date.

4.3. Notwithstanding County's rights granted by this paragraph, Contractor may retain its own industrial hygiene consultant at Contractor's own expense and may collect samples and may perform tests including, but not limited to, pre-abatement, during abatement, and post-abatement personal air monitoring, and County reserves the right to request documentation of all such activities and tests performed by Contractor relating to the Work and Contractor shall immediately provide that documentation upon request.

5. Compliance with Laws

5.1. Contractor shall perform safe, expeditious, and orderly work in accordance with the best practices and the highest standards in the hazardous waste abatement, removal, and disposal industry, the applicable law, and the Contract Documents, including, but not limited to, all responsibilities relating to the preparation and return of waste shipment records, all requirements of the law, delivering of all requisite notices, and obtaining all necessary governmental and quasi-governmental approvals.

5.2. Contractor represents that it is familiar with and shall comply with all laws applicable to the Work or completed Work including, but not limited to, all federal, state, and local laws, statutes, standards, rules, regulations, and ordinances applicable to the Work relating to:

5.2.1. The protection of the public health, welfare and environment;

5.2.2. Storage, handling, or use of asbestos, PCB, lead, petroleum based products or other hazardous materials;

5.2.3. The generation, processing, treatment, storage, transport, disposal, destruction, or other management of asbestos, PCB, lead, petroleum, or hazardous waste materials or other waste materials of any kind; and

5.2.4. The protection of environmentally sensitive areas such as wetlands and coastal areas.

6. Disposal

6.1. Contractor has the sole responsibility for determining current waste storage, handling, transportation, and disposal regulations for the job Site and for each waste disposal facility. Contractor must comply fully at its sole cost and expense with these regulations and any applicable law. County may, but is not obligated to, require submittals with this information for it to review consistent with the Contract Documents.

6.2. Contractor shall develop and implement a system acceptable to County to track hazardous waste from the Site to disposal, including appropriate "Hazardous Waste

Manifests" on the EPA form, so that County may track the volume of waste it put in each landfill and receive from each landfill a certificate of receipt.

6.3. Contractor shall provide County with the name and address of each waste disposal facility prior to any disposal, and County shall have the express right to reject any proposed disposal facility. Contractor shall not use any disposal facility to which County has objected. Contractor shall document actual disposal or destruction of waste at a designated facility by completing a disposal certificate or certificate of destruction forwarding the original to the County.

7. Permits

7.1. Before performing any of the Work, and at such other times as may be required by applicable law, Contractor shall deliver all requisite notices and obtain the approval of all governmental and quasi-governmental authorities having jurisdiction over the Work. Contractor shall submit evidence satisfactory to County that it and any disposal facility

7.1.1. have obtained all required permits, approvals, and the like in a timely manner both prior to commencement of the Work and thereafter as and when required by applicable law, and

7.1.2. are in compliance with all such permits, approvals and the regulations.

For example, before commencing any work in connection with the Work involving asbestos-containing materials, or PCBs, or other hazardous materials subject to regulation, Contractor agrees to provide the required notice of intent to renovate or demolish to the appropriate state or federal agency having jurisdiction, by certified mail, return receipt requested, or by some other method of transmittal for which a return receipt is obtained, and to send a copy of that notice to County. Contractor shall not conduct any Work involving asbestos-containing materials or PCBs unless Contractor has first confirmed that the appropriate agency having jurisdiction is in receipt of the required notification. All permits, licenses, and bonds that are required by governmental or quasi-governmental authorities, and all fees, deposits, tap fees, offsite easements, and asbestos and PCB disposal facilities expenses necessary for the prosecution of the Work, shall be procured and paid for by Contractor. Contractor shall give all notices and comply with the all applicable laws bearing on the conduct of the Work as drawn and specified. If Contractor observes or reasonably should have observed that Plans and Specifications and other Contract Documents are at variance therewith, it shall be responsible for promptly notifying County in writing, including by e-mail, of such fact. If Contractor performs any Work contrary to applicable laws, it shall bear all costs arising therefrom.

7.2. In the case of any permits or notices held in County's name or of necessity to be made in County's name, County shall cooperate with Contractor in securing the permit or giving the notice, but the Contractor shall prepare for County review and execution upon approval, all necessary applications, notices, and other materials.

8. Indemnification

8.1. To the extent permitted by law, the indemnities and limitations of liability expressed throughout the Contract Documents apply with equal force and effect to any claims or liabilities imposed or existing by virtue of the removal, abatement, and disposal of hazardous waste. This includes, but is not limited to, liabilities connected to the selection and use of a waste disposal facility, personal injury, property damage, loss of use of property, damage to the environment or natural resources, or “disposal” and “release” of materials associated with the Work (as defined in 42 U.S.C. § 960l et seq.).

9. Termination

9.1. County shall have an absolute right to terminate for default immediately without notice and without an opportunity to cure should Contractor knowingly or recklessly commit a material breach of the terms of the Contract Documents, or any applicable law, on any matter involving the exposure of persons or property to hazardous waste. However, if the breach of contract exposing persons or property to hazardous waste is due solely to an ordinary, unintentional, and non-reckless failure to exercise reasonable care, then the procedures for termination for cause shall apply without modification.

END OF DOCUMENT

DOCUMENT 01 10 00

SUMMARY OF WORK

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents must be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions
B. Special Conditions.
C. LEED™ Requirements 01 35 13.23 **[IF APPLICABLE PER JOB ORDER]**
D. Construction Waste Management Document 01 74 19 **[IF APPLICABLE PER JOB ORDER]**

1.02 SUMMARY OF WORK COVERED BY CONTRACT DOCUMENTS

The Work of this Contract will be defined by the Detailed Scopes of Work for each Job Order.

1.03 CONTRACTS

A. Perform the Work under each Job Order Contract.

.

1.04 WORK BY OTHERS

A. Work on the Project that will be performed and completed prior to the start of the Work of a Job Order will be defined on the Job Order.

B. Work on the Project that will be performed by others concurrent with the Work of a Job Order will be defined on the Job Order.

1.05 CODES, REGULATIONS, AND STANDARDS

A. The codes, regulations, and standards adopted by the state and federal agencies having jurisdiction shall govern minimum requirements for this project. Where codes, regulations, and standards conflict with the Contract Documents, these conflicts shall be brought to the immediate attention of the County and the Architect.

B. Codes, regulations, and standards shall be as published effective as of date of bid opening, unless otherwise specified or indicated.

1.06 PROJECT RECORD DOCUMENTS:

A. Contractor shall maintain on Site one set of the following record documents; Contractor shall record actual revisions to the Work:

(1) Contract Drawings.

(2) Specifications.

(3) Addenda.

(4) Job Orders, Supplemental Job Orders and other modifications to the Contract.

(5) Reviewed shop drawings, product data, and samples.

(6) Field test records.

(7) Inspection certificates.

(8) Manufacturer's certificates.

B. Contractor shall store Record Documents separate from documents used for construction. Provide files, racks, and secure storage for Record Documents and samples.

C. Contractor shall record information concurrent with construction progress.

D. Specifications: Contractor shall legibly mark and record at each product section of the Specifications the description of the actual product(s) installed, including the following:

(1) Manufacturer's name and product model and number.

(2) Product substitutions or alternates utilized.

(3) Changes made by Addenda and Supplemental Job Orders and written directives.

1.07 EXAMINATION OF EXISTING CONDITIONS

A. The Contractor shall be held to have examined the Project Site and acquainted itself with the conditions of the Site or of the streets or roads approaching the Site.

B. Prior to commencement of Work, Contractor shall survey the Site and existing buildings and improvements to observe existing damage and defects such as cracks, sags, broken, missing or damaged glazing, other building elements and Site improvements, and other damage.

C. Should Contractor observe cracks, sags, and other damage to and defects of the Site and adjacent buildings, paving, and other items not indicated in the Contract Documents, Contractor shall immediately report same to the County and the Architect.

1.08 CONTRACTOR'S USE OF PREMISES

A. If unoccupied and only with County's prior written approval, Contractor may use the building(s) at the Project Site without limitation for its operations, storage, and office facilities for the performance of the Work. If the County chooses to beneficially occupy any building(s), Contractor must obtain the County's written approval for Contractor's use of spaces and types of operations to be performed within the building(s) while so occupied. Contractor's access to the building(s) shall be limited to the areas indicated.

B. If the space at the Project Site is not sufficient for Contractor's operations, storage, office facilities and/or parking, Contractor shall arrange and pay for any additional facilities needed by Contractor.

C. Contractor shall not interfere with use of or access to occupied portions of the building(s) or adjacent property.

D. Contractor shall maintain corridors, stairs, halls, and other exit-ways of building clear and free of debris and obstructions at all times.

E. No one other than those directly involved in the demolition and construction, or specifically designated by the County or the Architect shall be permitted in the areas of work during demolition and construction activities.

F. The Contractor shall install the construction security fence and maintain that it will be locked when not in use. Keys to this fencing will be provided to the County.

1.09 PROTECTION OF EXISTING STRUCTURES AND UTILITIES

A. The Drawings show above-grade and below-grade structures, utility lines, and other installations that are known or believed to exist in the area of the Work. Contractor shall locate these existing installations before proceeding with excavation and other operations that could damage same; maintain them in service, where appropriate; and repair damage to them caused by the

performance of the Work. Should damage occur to these existing installations, the costs of repair shall be at the Contractor's expense and made to the County's satisfaction.

B. Contractor shall be alert to the possibility of the existence of additional structures and utilities. If Contractor encounters additional structures and utilities, Contractor will immediately report to the County for disposition of same as indicated in the General Conditions.

C. Contract shall employ utility locating services to locate any underground utilities within the limits of work prior to the start of any excavating work. Contractor shall subsequently be responsible for repairs of any located underground utilities damaged by construction activities.

1.10 UTILITY SHUTDOWNS AND INTERRUPTIONS

A. Contractor shall give the County a minimum of three (3) days written notice in advance of any need to shut off existing utility services or to effect equipment interruptions. The County will set exact time and duration for shutdown, and will assist Contractor with shutdown. Work required to re-establish utility services shall be performed by the Contractor.

B. Contractor shall obtain County's written approval as indicated in the General Conditions in advance of deliveries of material or equipment or other activities that may conflict with County's use of the building(s) or adjacent facilities.

1.11 STRUCTURAL INTEGRITY

A. Contractor shall be responsible for and supervise each operation and work that could affect structural integrity of various building elements, both permanent and temporary.

B. Contractor shall include structural connections and fastenings as indicated or required for complete performance of the Work.

1.12 WORK SEQUENCE

A. Contractor shall be responsible for compliance with all requirements outlined in the hazardous materials sections of the Contract Documents.

B. Construct Work in stages and at times to accommodate County operation requirements during the construction period; coordinate construction schedule and operations with the County.

C. Phasing Schedule included in Job Orders must be adhered to. Moving dates are included in the Phasing Schedule to show planned windows for relocation of

building occupants. Liquidated damages may be assessed as described in the Contract Documents for failure to achieve milestone dates.

D. Facilities may be occupied during construction. In that case: County will provide contractor with schedule of uses; at the site during the construction period; Contractor is to coordinate work with the County and maintain safe access to all buildings at all times and to not disrupt ongoing uses. Contractor must comply with the following requirements:

(1) If Contractor must shut down power to any part of the site, Contractor must provide temporary power for that section of the site.

(2) Scope of work includes utility and systems upgrade and replacement that may impact the entire site. Work must be coordinated so that site-wide systems remain functional at all times until new systems work is complete and tested.

1.13 PHASING SCHEDULE

The Phasing Schedule listed on the Job Order will include the following:

A. The “Start” dates included in the phasing schedule indicate the date that work is to begin on the identified milestone scope of work.

B. The “Complete” dates included in the phasing schedule indicates that the following must be complete:
(1) The entire scope of work for the milestone work must be complete, including all utility work up to the building and all final termination and operation of all building systems.
(2) Fire alarm, telephone, data, public address and all other systems final connections must be complete and systems programmed and tested so that fully functional systems are provided.
(3) All punch list work must be complete.
(4) Maintenance and Operations Manuals must be submitted to the County.
(5) All required testing must be complete.
(6) All training for all building systems must be complete.
(7) A minimum of six (6) keys for each and every lock must be provided. Where fewer keys are specified elsewhere in the Contract Documents, provide a minimum of 6 keys. All keys must be permanently stamped with three (3) characters identification as directed by the County.

C. Record Documents for the scope of work of each Milestone included in the Phasing Schedule must be submitted within one week after completion of the Milestone. AutoCAD files to be provided at Final Contract Completion

D. Notice to proceed date is the anticipated date of issuance of the Notice to Proceed. If the Notice to Proceed is issued after the date indicated in the

Phasing schedule, the start and completion dates of Milestone No. 1 and No. 8 will be adjusted by the number of days that the Notice to Proceed is delayed.

PART 2 – PRODUCTS Not Used.

PART 3 – EXECUTION Not Used.

END OF DOCUMENT

DOCUMENT 01 31 19

PROJECT MEETINGS

PART I – GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions

B. Special Conditions

1.02 PRECONSTRUCTION CONFERENCE:

The contractor shall attend a conference a the Project Site prior to the start of construction for the purpose of determining Contractor's access to, and use of the site, verifying utilities, review construction administrative procedures, and such other items as may be pertinent to the start of construction.

1.03 PROGRESS MEETINGS:

A. Construction Manager shall schedule and hold regular weekly progress meetings after a minimum of one week's prior written notice of the meeting date and time to all Invitees as indicated below.

B. Location: Contractor's field office.

C. The Contractor shall notify and invite the following entities ("Invitees"):

(1) County Representative(s).

(2) Contractor.

(3) Contractor's Project Manager.

(4) Contractor's Superintendent.

(5) Subcontractors/suppliers, as appropriate to the agenda of the meeting.

(6) Inspector of record.

(7) Construction Manager, if any.
(8) Project Manager

(9) Architect

(10) Engineer(s), if any and as appropriate to the agenda of the meeting.

(11) Others, as appropriate to the agenda of the meeting.

D. The County's, the Architect's, and/or an engineer's Consultants will attend at their discretion, in response to the agenda.

E. The County representative, the Construction Manager, and/or another County Agent shall take and distribute meeting notes to attendees and other concerned parties. If exceptions are taken to anything in the meeting notes, those exceptions shall be stated in writing to the County within five (5) working days following County's distribution of the meeting notes.

1.04 PRE-INSTALLATION/PERFORMANCE MEETING:

A. Contractor shall schedule a meeting prior to the start of each of the following portions of the Work: cutting and patching of plaster and roofing, and other weather-exposed and moisture-resistant products. Contractor shall invite all Invitees to this meeting, and others whose work may affect or be affected by the quality of the cutting and patching work.

B. Contractor shall review in detail prior to this meeting, the manufacturer's requirements and specifications, applicable portions of the Contract Documents, Shop Drawings, and other submittals, and other related work. At this meeting, invitees shall review and resolve conflicts, incompatibilities, or inadequacies discovered or anticipated.

C. Contractor shall review in detail Project conditions, schedule, requirements for performance, application, installation, and quality of completed Work, and protection of adjacent Work and property.

D. Contractor shall review in detail means of protecting the completed Work during the remainder of the construction period.

1.05 SPECIAL MEETINGS:

Special meetings may be requested by the County. Contractor, subcontractors, material suppliers and any other members of the project team may be required to attend.

END OF DOCUMENT

DOCUMENT 01 33 00

SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions, including, without limitation, Contractor's Submittals and Schedules, Drawings and Specifications;

B. Special Conditions.

1.02 SECTION INCLUDES:

A. Definitions:

(1) Shop Drawings and Product Data are as indicated in the General Conditions and include, but are not limited to, fabrication, erection, layout and setting drawings, formwork and falsework drawings, manufacturers' standard drawings, descriptive literature, catalogues, brochures, performance and test data, wiring and control diagrams. In addition, there are other drawings and descriptive data pertaining to materials, equipment, piping, duct and conduit systems, and methods of construction as may be required to show that the materials, equipment or systems and all positions conform to the requirement of the Contract Documents, including, without limitation, the Drawings.

(2) "Manufactured" applies to standard units usually mass-produced; "fabricated" means specifically assembled or made out of selected materials to meet design requirements. Shop Drawings shall establish the actual detail of manufactured or fabricated items, indicate proper relation to adjoining work and amplify design details of mechanical and electrical equipment in proper relation to physical spaces in the structure.

(3) Manufacturer's Instructions: Where any item of Work is required by the Contract Documents to be furnished, installed, or performed, at a minimum, in accordance with a specified product manufacturer's instructions, the Contractor shall procure and distribute copies of these to the County, the Architect, and all other concerned parties and shall furnish, install, or perform the work, at a minimum, in accordance with those instructions.

B. Samples, Shop Drawings, Product Data, and other items as specified, in accordance with the following requirements:

(1) Contractor shall submit all Shop Drawings, Product Data, and Samples to the County, the Architect, and the Construction Manager.

(2) Contractor shall comply with all time frames herein and in the General Conditions and, in any case, shall submit required information in sufficient time to permit proper consideration and action before ordering any materials or items represented by such Shop Drawings, Product Data, and/or Samples.

(3) Contractor shall comply with all time frames herein and in the General Conditions and, in any case, shall allow sufficient time so that no delay occurs due to required lead time in ordering or delivery of any item to the Site. Contractor shall be responsible for any delay in progress of Work due to its failure to observe these requirements.

(4) Time for completion of Work shall not be extended on account of Contractor's failure to promptly submit Shop Drawings, Product Data, and/or Samples.

(5) Reference numbers on Shop Drawings shall have Architectural and/or Engineering Contract Drawings reference numbers for details, sections, and “cuts” shown on Shop Drawings. These reference numbers shall be in addition to any numbering system that Contractor chooses to use or has adopted as standard.

(6) When the magnitude or complexity of submittal material prevents a complete review within the stated time frame, Contractor shall make this submittal in increments to avoid extended delays.

(7) Contractor shall certify on submittals for review that submittals conform to Contract requirements. In event of any variance, Contractor shall specifically state in transmittal and on Shop Drawings, portions vary and require approval of a substitute. Also certify that Contractor-furnished equipment can be installed in allocated space.

(8) Unless specified otherwise, sampling, preparation of samples, and tests shall be in accordance with the latest standard of the American Society for Testing and Materials.

(9) Upon demand by Architect or County, Contractor shall submit samples of materials and/or articles for tests or examinations and consideration before Contractor incorporates same in Work. Contractor shall be solely responsible for delays due to sample(s) not being submitted in time to allow for tests. Acceptance or rejection will be expressed in writing. Work shall be equal to approved samples in every respect. Samples that are of value after testing will remain the property of Contractor.

C. Submittal Schedule:

(1) Contractor shall prepare its proposed submittal schedule that is coordinated with its proposed construction schedule and submit both to the County within ten (10) days after the date of the Notice to Proceed. Contractor's proposed schedules shall become the Project Construction Schedule and the Project Submittal Schedule after each is approved by the County.

(2) Contractor is responsible for all lost time should the initial submittal be rejected, marked "revised and resubmit", etc.

(3) All Submittals shall be forwarded to the County by the date indicated on the approved Submittal Schedule, unless an earlier date is necessary to maintain the Construction Schedule, in which case those Submittals shall be forwarded to the County so as not to delay the Construction Schedule.

1.03 SHOP DRAWINGS:

A. Contractor shall submit one reproducible transparency and six (6) opaque reproductions. The County will review and return the reproducible copy and one (1) opaque reproduction to Contractor.

B. Before commencing installation of any Work, the Contractor shall submit and receive approval of all drawings, descriptive data, and material list(s) as required to accomplish Work.

C. Review of Shop Drawings is regarded as a service to assist Contractor and in all cases original Contract Documents shall take precedence as outlined under General Conditions.

D. No claim for extra time or payment shall be based on work shown on Shop Drawings unless the claim is (1) noted on Contractor's transmittal letter accompanying Shop Drawings and (2) Contractor has complied with all applicable provisions of the General Conditions, including, without limitation, provisions regarding changes and payment, and all required written approvals.

E. County shall not review Shop Drawings for quantities of materials or number of items supplied.

F. County's and/or Architect’s review of Shop Drawings will be general. County and/or Architect review does not relieve Contractor of responsibility for accuracy, proper fitting, construction of Work, furnishing of materials, or Work required by Contract Documents and not indicated on Shop Drawings. Shop Drawings reviewed by County and/or Architect is not to be construed as approving departures from Contract Documents.

G. Review of Shop Drawings and Schedules does not relieve Contractor from responsibility for any aspect of those Drawings or Schedules that is a violation of local, County, State, or Federal laws, rules, ordinances, or rules and regulations of commissions, boards, or other authorities or utilities having jurisdiction.

H. Before submitting Shop Drawings for review, Contractor shall check Shop Drawings of its subcontractors for accuracy, and confirm that all Work contiguous with and having bearing on other work shown on Shop Drawings is accurately drawn and in conformance with Contract Documents.

I. Submitted drawings and details must bear stamp of approval of Contractor:

(1) Stamp and signature shall clearly certify that Contractor has checked Shop Drawings for compliance with Drawings.

(2) If Contractor submits a Shop Drawing without an executed stamp of approval, or whenever it is evident (despite stamp) that Drawings have not been checked, the County and/or Architect will not consider them and will return them to the Contractor for revision and resubmission. In that event, it will be deemed that Contractor has not complied with this provision and Contractor shall bear risk of all delays to same extent as if it had not submitted any Shop Drawings or details.

J. Submission of Shop Drawings (in either original submission or when resubmitted with correction) constitutes evidence that Contractor has checked all information thereon and that it accepts and is willing to perform Work as shown.

K. Contractor shall pay for cost of any changes in construction due to improper checking and coordination. Contractor shall be responsible for all additional costs, including coordination. Contractor shall be responsible for costs incurred by itself, the County, the Architect, the Construction Manager, any other Subcontractor or contractor, etc., due to improperly checked and/or coordination of submittals.

L. Shop Drawings must clearly delineate the following information:

(1) Project name and address.

(2) Architect's name and project number.

(3) Shop Drawing title, number, date, and scale.

(4) Names of Contractor, Subcontractor(s) and fabricator.

(5) Working and erection dimensions.

(6) Arrangements and sectional views.

(7) Necessary details, including complete information for making connections with other Work.

(8) Kinds of materials and finishes.

(9) Descriptive names of materials and equipment, classified item numbers, and locations at which materials or equipment are to be installed in the Work. Contractor shall use same reference identification(s) as shown on Contract Drawings.

M. Contractor shall prepare composite drawings and installation layouts when required to solve tight field conditions.

(1) Shop Drawings shall consist of dimensioned plans and elevations and must give complete information, particularly as to size and location of sleeves, inserts, attachments, openings, conduits, ducts, boxes, structural interferences, etc.

(2) Contractor shall coordinate these composite Shop Drawings and installation layouts in the field between itself and its Subcontractor(s) for proper relationship to the Work, the work of other trades, and the field conditions. The Contractor shall check and approve the submittal(s) before submission for final review.

1.04 PRODUCT DATA OR NON REPRODUCIBLE SUBMITTALS:

A. Contractor shall submit manufacturer's printed literature in original form. Any fading type of reproduction will not be accepted. Contract must submit a minimum of six (6) each, to the County. County shall return one (1) to the Contractor, who shall reproduce whatever additional copies it requires for distribution.

B. Contractor shall submit six (6) copies of a complete list of all major items of mechanical, plumbing, and electrical equipment and materials in accordance with the approved Submittal Schedule, except as required earlier to comply with the approved Construction Schedule. Other items specified are to be submitted prior to commencing Work. Contractor shall submit items of like kind at one time in a neat and orderly manner. Partial lists will not be acceptable.

C. Submittals shall include manufacturer's specifications, physical dimensions, and ratings of all equipment. Contractor shall furnish performance curves for all pumps and fans. Where printed literature describes items in addition to that item being submitted, submitted item shall be clearly marked on sheet and superfluous information shall be crossed out. If highlighting is used, Contractor shall mark all copies.

D. Equipment submittals shall be complete and include space requirements, weight, electrical and mechanical requirements, performance data, and supplemental information that may be requested.

1.05 SAMPLES:

A. Contractor shall submit for approval Samples as required and within the time frame in the Contract Documents. Materials such as concrete, mortar, etc., which require on-site testing will be obtained from Project Site.

B. Contractor shall submit six (6) samples except where greater or lesser number is specifically required by Contract Documents including, without limitation, the Specifications.

(1) Samples must be of sufficient size and quality to clearly illustrate functional characteristics, with integrally related parts and attachment devices.

(2) Samples must show full range of texture, color, and pattern.

C. Contractor shall make all Submittals, unless it has authorized Subcontractor(s) to submit and Contractor has notified the County in writing to this effect.

D. Samples to be shipped prepaid or hand-delivered to the County.

E. Contractor shall mark samples to show name of Project, name of Contractor submitting, Contract number and segment of Work where representative Sample will be used, all applicable Specifications Sections and documents, Contract Drawing Number and detail, and ASTM or FS reference, if applicable.

F. Contractor shall not deliver any material to Site prior to receipt of County's and/or Architect’s completed written review and approval. Contractor shall furnish materials equal in every respect to approved Samples and execute Work in conformance therewith.

G. County's and/or Architect’s review, acceptance, and/or approval of Sample(s) will not preclude rejections of any material upon discovery of defects in same prior to final acceptance of completed Work.

H. After a material has been approved, no change in brand or make will be permitted.

I. Contractor shall prepare its Submittal Schedule and submit Samples of materials requiring laboratory tests to specified laboratory for testing not less than ninety (90) days before such materials are required to be used in Work.

J. Samples which are rejected must be resubmitted promptly after notification of rejection and be marked "Resubmitted Sample" in addition to other information required.

K. Field Samples and Mock-Ups are to be removed by Contractor at County's direction:

(1) Size: As Specified.

(2) Furnish catalog numbers and similar data, as requested.

1.06 REVIEW AND RESUBMISSION REQUIREMENTS:

A. The County will arrange for review of Sample(s), Shop Drawing(s), Product Data, and other submittal(s) by appropriate reviewer and return to Contractor as provided below within twenty one (21) days after receipt or within twenty one (21) days after receipt of all related information necessary for such review, whichever is later.

B. One (1) copy of product or materials data will be returned to Contractor with the review status.

C. Samples to be incorporated into the Work will be returned to Contractor, together with a written notice designating the Sample with the appropriate review status and indicating errors discovered on review, if any. Other Samples will not be returned, but the same notice will be given with respect thereto, and that notice shall be considered a return of the Sample.

D. Contractor shall revise and resubmit any Sample(s), Shop Drawing(s), Product Data, and other submittal(s) as required by the reviewer. Such resubmittals will be reviewed and returned in the same manner as original Sample(s), Shop Drawing(s), Product Data, and other submittal(s), within fourteen (14) days after receipt thereof or within fourteen (14) days after receipt of all related information necessary for such review.

E. Contractor may proceed with any of the Work covered by Sample(s), Shop Drawing(s), Product Data, and other submittal(s) upon its return if designated as no exception taken, or revise as noted, provided the Contractor proceeds in accordance with the County's and/or the Architect's notes and comments.

F. Contractor shall not begin any of the work covered by a Sample(s), Shop Drawing(s), Product Data, and other submittal(s), designated as revise and resubmit or rejected, until a revision or correction thereof has been reviewed and returned to Contractor.

G. Sample(s), Shop Drawing(s), Product Data, and other submittal(s) designated as revise and resubmit or rejected and requiring resubmittal, shall be revised or corrected and resubmitted to the County no later than fourteen (14) days or a

shorter period as required to comply with the approved Construction Schedule, after its return to Contractor.

H. Neither the review nor the lack of review of any Sample(s), Shop Drawing(s), Product Data, and other submittal(s) shall waive any of the requirements of the Contract Documents, or relieve Contractor of any obligation thereunder.

I. County's and/or Architect's review of Shop Drawings does not relieve the Contractor of responsibility for any errors that may exist. Contractor is responsible for the dimensions and design of adequate connections and details and for satisfactory construction of all the Work.

END OF DOCUMENT

DOCUMENT 01 35 13.23

LEED™ REQUIREMENTS

PART I -- GENERAL

1.01 SUMMARY

A. Section Includes: General requirements and procedures for compliance with certain U.S. Green Building Council's (USGBC) LEED™ prerequisites and credits needed for the Project to obtain minimum LEED™ certification as defined on the Job Order.

1. Other LEED™ prerequisites and credits needed to obtain LEED™ certification are dependent on material selections and may not be specifically identified as LEED™ requirements. Compliance with requirements needed to obtain LEED™ prerequisites and credits may be used as one criterion to evaluate substitution requests.
2. Additional LEED™ prerequisites and credits needed to obtain the indicated LEED™ certification are dependent on the Architect's design and other aspects of the Project that are not part of the Work of the Contract.

B. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

C. Related Documents
1. Document 01 10 00 - Summary of Work: For summary of work.
2. Document 01 50 00 - Temporary Facilities and Controls: For requirements for temporary facilities and controls, including temporary utilities, support facilities and security and protection.
3. Document 01 62 00 - Product Options and Substitutions: For procedures for selecting products and requesting substitutions.
4. Divisions 02 through 49 Sections for LEED™ requirements specific to the Work of each of those Sections. These requirements may or may not include reference to LEED™.

1.02 REFERENCES

A. ANSI - American National Standards Institute

B. ASHRAE - American Society of Heating, Refrigerating and Air-Conditioning Engineers
1. 52.2 - Method of Testing General Ventilation Air Cleaning Devices for removal Efficiency by Particle Size.
2. 55 - Thermal Comfort Conditions for Human Occupancy.
3. 62.1 - Ventilation for Acceptable IAQ.
4. 90.1 - Energy Standard for Buildings Except Low-Rise Residential.

C. ASTM - American Society for Testing and Materials
1. E408 -Standard Test Methods for Total Normal Emittance of Surfaces Using In-

spection-Meter Techniques.
2. E779 - Standard Test Method for Determining Air Leakage Rate by Fan Pressurization.
3. E1903 - Standard Guide for Environmental Site Assessments: Phase 11 Environmental Site Assessment Process.
4. E1980 - Standard Practice for Calculating Solar Reflectance Index of Horizontal and Low-Sloped Opaque Surfaces.

D. Center for Resource Solutions
1. Green-e Product Certification Requirements.

E. CR1 - Carpet and Rug Institute
1. Green Label Plus Testing Program.

F. Energy Star

G. EPA - Environmental Protection Agency
1. Brownfields Definition.
2. Compendium of Methods for the Determination of Air Pollutants in Indoor Air.
3. Energy Policy Act (EPAct) of 1992.
4. Guidance Specifying Management Measures for Sources of Non-point Pollution in Coastal Waters (EPA 840B92002, January 1993).
5. Stormwater Management for Construction Activities (USEPA Document No. EPA 832R92005, Chapter 3).

H. FSC - Forest Stewardship Council

I. Green Seal
1. GC-03 - Anti-Corrosive Paints.
2. GS-11 - Paints.

J. IPMVP - International Performance Measurement and Verification Protocol
1. Volume III: Concepts and Options for Determining Energy Savings in New Construction, April 2003.

K. ISO - International Standards Organization
1. 14021 - Environmental Labels.

L. SCAQMD - South Coast Air Quality Management District
1. Rule 1113 - Architectural Coatings.
2. Rule 1168 - Adhesive Applications, October, 2003 Amendment.

M. SMACNA - Sheet Metal and Air Conditioning Contractors' National Association
1. IAQ Guideline for Occupied Buildings Under Construction.

N. USDA - United States Department of Agriculture
1. Definition of Prime Agricultural Land: US Code of Federal Regulations Title 7, Volume 6, Parts 400 to 699, Section *657.5* (7CFR657.5).

O. USGBC - U. S. Green Building Council
   1. LEED™-NC v2.2, Green Building Rating System.

1.03 DEFINITIONS

A. Certificates of Chain-of-Custody: Certificates signed by manufacturers certifying that wood used to make products was obtained from forests certified by an FSC-accredited certification body to comply with FSC 1.2, “Principles and Criteria”. Certificates shall include evidence that mill is certified for chain-of-custody by an FSC-accredited certification body.

B. LEED™: Leadership in Energy & Environmental Design.

C. Rapidly Renewable Materials: Materials made from agricultural products that are typically harvested within a ten-year or shorter cycle. Rapidly renewable materials include products made from bamboo, cotton, flax, jute, straw, sunflower seed hulls, vegetable oils, or wool.

D. Regionally Manufactured Materials: Materials that are manufactured within a radius of 500 miles from the Project location. Manufacturing refers to the final assembly of components into the building product that is installed at the Project site.

E. Regionally Extracted, Harvested, or Recovered Materials: Materials that are extracted, harvested, or recovered and manufactured within a radius of 500 miles from the Project site.

F. Recycled Content: The percentage by weight of constituents that have been recovered or otherwise diverted from the solid waste stream, either during the manufacturing process (pre-consumer), or after consumer use (post-consumer).
   1. Spills and scraps from the original manufacturing process that are combined with other constituents after a minimal amount of reprocessing for use in further production of the same product are not recycled materials.
   2. Discarded materials from one manufacturing process that are used as constituents in another manufacturing process are pre-consumer recycled materials.

1.04 SUBMITTALS

A. General: Submit additional LEED™ submittal requirements included in other sections of the Specifications.

B. LEED™ submittals are in addition to other submittals. If submitted item is identical to that submitted to comply with other requirements, submit duplicate copies as a separate submittal to verify compliance with indicated LEED™ requirements.

C. LEED™ submittals must be prepared and submitted using the LEED™-Online credit website.
   1. The Contractor is responsible for obtaining project access to LEED™-Online and joining the project using the project’s IS digit project access code.
      a. Access to the credit templates requires installation of Adobe Reader or Pro-

fessional 7.0 or higher.

2. Once the Contractor has joined the project through LEED™-Online, the LEED™ Project Administrator or Architect will assign the LEED™ credits that the Contractor is responsible for completing.
   a. Each credit template is an editable Adobe pdf document.
   b. Each credit template may be completed or updated at any time prior to the LEED™ Construction Submittal.
   c. After completion of each credit documentation, use the "Save Template to LEED™ Online" button at the lower right hand corner of the last page of the template to save the data.
   d. Additional submittal documentation and back-up requirements should be uploaded to the LEED™-Online website following the instructions for each credit.

D. Project Materials Cost Data: Include specific material cost data for individual components and materials (not including labor) where required as part of LEED™ prerequisite and credit submittals. To avoid repeated calculations, cost data shall be consistent for all credits requiring similar material cost data.

E. LEED™ Project Goals:
   1. SS Prerequisite (Erosion and Sedimentation Control).
   2. SS 4.2 (Bike racks component).
   3. SS 4.3 (Low-emitting/fuel efficient vehicles signage component).
   4. SS 4.4 (Carpool signage component).
   5. SS 6.1 and 6.2 (Stormwater Management and Treatment).
   6. SS 7.2 (Heat Island: Roof).
   7. SS 8 (Light Pollution Reduction).
   8. WE I (Water Efficient Landscaping).
   9. WE 2 (Innovative Wastewater Technologies).
   10. WE 3 (Water Use Reduction).
   11. LA Prerequisite I (Fundamental Commissioning).
   12. EA 1 (Optimized Energy Performance).
   13. EA 3 (Additional Commissioning).
   14. EA 4 (Ozone Depletion: No HCFCs).
   15. MR 2.1 and 2.2 (Construction Waste Management).
   16. MR 4.1 and 4.2 (Recycled Content).
   17. MR 6 (Rapidly Renewable Materials).
   18. MR 7 (FSC Certified Wood).
   19. EQ 3.1 and 3.2 (Construction IAQ Management Plan: During and After Construction).
   20. EQ 4.1, 4.2, 4.3, and 4.4 (Low-Emitting Materials).
   21. EQ 5 (Permanent entryway grate component).
   22. EQ 6.1 and 6.2 (Controllability of Systems: Perimeter and Non-Perimeter).
   23. ID Credits (Construction/materials implications).

F. LEED™ Action Plans: Provide preliminary submittals within 7 days of date established for commencement of the Work indicating how the following requirements will be met:
   1. Credit MR 2.1 and Credit MR 2.2: Waste management plan.
   2. Credit MR 4.1 and Credit MR 4.2: List of proposed materials with recycled con-

tent.
   a. Indicate cost, post-consumer recycled content, and pre-consumer recycled content for each product having recycled content.
3. Credit MR 5.1 and Credit MR 5.2: List of proposed regionally manufactured materials and regionally extracted, harvested, or recovered materials.
   a. Identify each regionally manufactured material, its source, and cost.
   b. Identify each regionally extracted, harvested or recovered material, its source, and cost.
4. Credit MR 7.0: List of proposed certified wood products.
   a. Indicate each product containing certified wood, its source, and cost.
   b. Include statement indicating total cost for wood-based materials used for Project, including non-rented temporary construction.

G. LEED™ Progress Reports: Concurrent with each Application for Payment, submit reports comparing actual construction and purchasing activities with LEED™ action plans for the following:
1. Credit MR 2.1 and Credit MR 2.2: Waste reduction progress reports.
2. Credit MR 4.1 and Credit MR 4.2: Recycled content.
3. Credit MR 5.1 and Credit MR 5.2: Regionally manufactured materials and regionally extracted, harvested, or recovered materials.
4. Credit EQ 3.1: Construction IAQ Management Plan.

H. LEED™ Documentation Submittals
1. Credit SS 7.2: Product Data for roofing materials indicating Energy Star compliance.
2. Credit SS 8.0: Product Data for interior and exterior lighting fixtures that stop direct-beam illumination from leaving the building site.
3. Credit MR 2.1 and Credit MR 2.2
   a. Complete the construction waste calculation tables in the LEED™ credit template. The following information will be required to fill in these tables:
      1) General description of each type/category of waste generated.
      2) Location of receiving agent (recycler/landfill) for waste.
      3) Quantity of waste diverted (by category) in tons or cubic yards.
   b. Provide a narrative describing the project's construction waste management approach. The narrative should include the project's Construction Waste Management Plan. Please provide any additional comments or notes to describe special circumstances or considerations regarding the project's credit approach.
4. CreditMR4.l andCreditMR4.2
   a. Complete the LEED™ credit template to provide the following information:
      1) Provide the total project materials cost or provide the total project cost to apply the 45 percent default materials value.
      2) Provide a tabulation of each material used on the project that is being tracked for recycled content. The tabulation must include a description of the material, the manufacturer of the material, the product cost, the pre-consumer and/or post consumer recycled content percentage, and the source of the recycled content data.

b. Provide an optional narrative describing any special circumstances or considerations regarding the project's credit approach.

5. Credit MR 5.1 and Credit MR 5.2: Product Data indicating location of material manufacturer for regionally manufactured materials.
   a. Include statement indicating cost and distance from manufacturer to Project for each regionally manufactured material.
   b. Include statement indicating cost and distance from point of extraction, harvest, or recovery to Project for each raw material used in regionally manufactured materials.
6. Credit MR 6.0: Product Data for rapidly renewable materials.
   a. Include statement indicating costs for each rapidly renewable material.
7. Credit MR 7.0
   a. Complete the LEED™ credit template to provide the following information:
      1) A list of items (and/or components of products) claimed as FSC certified, including product type, manufacturer, and the appropriate entity's Chain of Custody (COC) certification number. Each product name can then be cross-referenced with the manufacturer or vendor COC number during the LEED™ certification review. Visit www.fscus.org/green building for more information.
   b. Provide an optional narrative describing any special circumstance or considerations regarding the project's credit approach.
8. Credit EQ 3.1
   a. Complete the LEED™ credit template to provide the following information:
      1) Provide a copy of the project's Indoor Air Quality (IAQ) Management Plan.
      2) Confirm if the permanently installed air handling equipment was used during construction.
      3) Provide photos to highlight the implemented construction IAQ practices.
      4) List all filtration media (manufacturer, model number, MERV rating, location of installed filter) installed during construction and confirm that each unit replaced prior to occupancy.
   b. Provide an optional narrative describing any special circumstance or non-standard approached taken by the project.
9. Credit EQ 3.2
   a. Complete the LEED™ credit template to provide the following information:
      1) Confirm the approach taken by project (pre-occupancy flush-out; flush-out with early occupancy; IAQ testing).
      2) Provide a copy of the project's Indoor Air Quality Testing Report (if applicable).
   b. Provide a narrative describing the project's specific flush-out procedures and/or IAQ testing process and results.
10. Credit EQ 4.1
    a. Complete the LEED™ credit template to provide the following information:
       1) Provide a listing of each indoor adhesive, sealant and sealant primer product used on the project. Include the manufacture's name, product name, specific VOC data (in g/L less water) for each product, and the corresponding allowable VOC from the referenced standard (listed on page 333 of the LEED™-NC v2.2 Reference Guide).
       2) Provide a listing of each indoor aerosol adhesive product used on the

project. Include the manufacture's name, product name, specific VOC data (in g/L less water) for each product, and the corresponding allowable VOC from the referenced standard (listed on page 333 of the LEED™-NC v2.2 Reference Guide).

b. Provide a narrative to describe any special circumstances or non-standard compliance path taken by the project.

11. Credit EQ 4.2
    a. Complete the LEED™ credit template to provide the following information:
        1) Provide a listing of each indoor paint and coating used on the project. Include the manufacture's name, product name, specific VOC data (in g/L less water) for each product, and the corresponding allowable VOC from the referenced standard (listed on page 337 of the LEED™-NC v2.2 Reference Guide).
    b. Provide a narrative to describe any special circumstances or non-standard compliance path taken by the project.
12. Credit EQ 4.3
    a. Complete the LEED™ credit template to provide the following information:
        1) Provide a listing of carpet product installed in the building interior. Confirm that the product complies with CR1 Green Label Plus Testing Program. For more information visit www.carpet-rug.org.
        2) Provide a listing of carpet cushion product installed in the building interior. Confirm that the product complies with CR1 Green Label Testing Program. For more information visit www.carpet-rug.org.
    b. Provide a narrative to describe any special circumstances or non-standard compliance path taken by the project.
13. Credit EQ 4.4
    a. Complete the LEED™ credit template to provide the following information:
        1) Provide a listing of each composite wood and agrifiber product installed in the building interior. Confirm that the product does not contain any added urea-formaldehyde.
    b. Provide a narrative to describe any special circumstances or non-standard compliance path taken by the project.

1.05 SUBSTITUTIONS

A. In addition to the requirements of Document 01 62 00, the special substitution requirements described here apply only to the LEED™ certification related materials and requirements and environmental products and procedures identified in this Section.

B. Notify Owner and Architect when Contractor wishes to substitute materials, equipment, or products that meet the aesthetic and programmatic intent of the Construction Documents and offer equivalent or increased environmental sensitivity to materials, equipment, or products specified to meet LEED™ requirements as indicated in the Construction Documents.

C. Substitutions that may affect LEED™ certification must be clearly stated as such.

D. Comply with the requirements of Document 01 62 00, except as follows:

1. Only I request for substitution for each product will be considered. When substitution is not accepted, provide specified product. Prior to submitting detailed information required under Document 01 62 00, submit the following for initial review by the Architect:
   a. Product data including manufacturers' names, addresses, and phone numbers.
   b. Include copy of Material Safety Data Sheet (MSDS) if applicable.
   c. Description of the differences of the proposed substitution from specified product related to LEED™ requirements. Include description of environmental advantages of proposed substitution over specified product.

E. The Contractor is responsible for re-submittal of all calculations and documentation of products or material substitutions that affect LEED™ prerequisites and credits referenced in this Section, and which apply to any credits previously submitted as part of the LEED™ Design Application Submittal, and all credits included in the LEED™ Construction Submittal. Products that do not meet these requirements should not be submitted for substitution. Substitutions of materials and products specified as part of the Contract Documents in the following areas (but not necessarily limited to these items) will require review and potential re-submittal of LEED™ Design Application Prerequisites and Credits:

1. Irrigation system.
2. Stormwater system.
3. Roofing products and materials.
4. Plumbing fixtures and controls.
5. Interior and exterior lighting systems and controls.
6. HVAC equipment, systems, and controls.
7. CO2 monitoring system.

F. Substituted products shall not be ordered or installed without written acceptance by the owner.

G. Requests for Substitutions
   1. Submit a separate request for each LEED™ related product substitution.
   2. Identify product by Specification Section and LEED™ credit or credits, if applicable.
   3. List similar projects using product, dates of installation, and names of Contractor and Owner.
   4. Give itemized comparison of proposed substitution with specified product, listing variations, and reference Specification Section and Article number.
   5. Include copy of Material Safety Data Sheet (MSDS) if applicable.
   6. Give cost data comparing proposed substitution with specified product and amount of net chance to Contract Sum. The cost data should be based on life cycle analysis for each affected product including annual energy consumption and maintenance costs.
   7. State the effect of substitution on construction schedule and changes required in other work of products.

PART 2- PRODUCTS

2.01 RECYCLED CONTENT OF MATERIALS

A. Credit MR 4.1 and Credit MR 4.2: Provide building materials with recycled content such that post-consumer recycled content plus one-half of pre-consumer recycled content constitutes a minimum of 10 percent of the cost of materials used for the Project.
   1. The cost of post-consumer recycled content of an item shall be determined by dividing the weight of post-consumer recycled content in the item by the total weight of the item and multiplying by the cost of the item.
   2. The cost of post consumer recycled content plus one-half of pre-consumer recycled content of an item shall be determined by dividing the weight of post-consumer recycled content plus one-half of pre-consumer recycled content in the item by the total weight of the item and multiplying by the cost of the item.
   3. Do not include mechanical and electrical components in the calculation.
   4. Recycled content of materials shall be defined according to the Federal Trade Commission's "Guide for the Use of Environmental Marketing Claims," 16 CFR 260.7 (e).

2.02 REGIONAL MATERIALS

A. Credit MR 5.1*:* Provide 20 percent of building materials (by cost) that are regionally manufactured materials.

B. Credit MR 5.2: Of the regionally manufactured materials required by Paragraph "Credit MR 5.1" above, provide at least 50 percent (by cost) that are regionally extracted, harvested, or recovered materials.

2.03 CERTIFIED WOOD

A. Credit MR 7.0: Provide a minimum of 50 percent (by cost) of wood-based materials that are produced from wood obtained from forests certified by an FSC-accredited certification body to comply with FSC 1.2, "Principles and Criteria".

   1. Wood-based materials include but are not limited to the following materials when made from wood, engineered wood products, or wood-based panel products:
      a. Rough carpentry.
      b. Miscellaneous carpentry.
      c. Heavy timber construction.
      d. Wood decking.
      e. Metal-plate-connected wood trusses.
      f. Structural glued-laminated timber.
      g. Finish carpentry.
      h. Architectural woodwork.
      i. Wood cabinets.
      j. Non-rented temporary construction, including bracing, concrete formwork, pedestrian barriers, and temporary protection.

2.04 LOW-EMITTING MATERIALS

A. Credit EQ 4.1: For interior applications use adhesives and sealants that comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA method 24):
   1. Wood Glues: 30 g/L.
   2. Metal to Metal Adhesives: 30 g/L.
   3. Adhesives for Porous Materials (Except Wood): 50 g/L.
   4. Subfloor Adhesives: 50 g/L.
   5. Plastic Foam Adhesives: 50 g/L.
   6. Carpet Adhesives: 50 g/L.
   7. Carpet Pad Adhesives: 50 g/L.
   8. VCT and Asphalt Tile Adhesives: 50 g/L.
   9. Cove Base Adhesives: 50 g/L.
   10. Gypsum Board and Panel Adhesives: 50 g/L.
   11. Rubber Floor Adhesives: 60 g/L.
   12. Ceramic Tile Adhesives: 65 g/L.
   13. Multipurpose Construction Adhesives: 70 g/L.
   14. Fiberglass Adhesives: 80 g/L.
   15. Structural Glazing Adhesives: 100 g/L.
   16. Wood Flooring Adhesive: 100 g/L.
   17. Contact Adhesive: 250 g/L.
   18. Plastic Cement Welding Compounds: 350 g/L.
   19. ABS Welding Compounds: 400 g/L.
   20. CPVC Welding Compounds: 490 g/L.
   21. PVC Welding Compounds: 510 g/L.
   22. Adhesive Primer for Plastic: 650 g/L.
   23. Sealants: 250 g/L.
   24. Sealant Primers for Nonporous Substrates: 250 g/L.
   25. Sealant Primers for Porous Substrates: 775 g/L.

B. Credit EQ 4.2: For interior applications use paints and coatings that comply with the following limits for VOC content when calculated according to 40 CFR *59,* Subpart D (EPA method 24) and the following chemical restrictions:
   1. Flat Paints and Coatings: VOC not more than 50 g/L.
   2. Non-Flat Paints and Coatings: VOC not more than 150 g/L.
   3. Anti-Corrosive Coatings: VOC not more than 250 g/L.
   4. Varnishes and Sanding Scalers: VOC not more than 350 g/L.
   5. Stains: VOC not more than 250 g/L.
   6. Aromatic Compounds: Paints and coatings shall not contain more than 1.0 percent by weight total aromatic compounds (hydrocarbon compounds containing one or more benzene rings).
   7. Restricted Components: Paints and coatings shall not contain any of the following:
      a. Acrolein.
      b. Acrylonitrile.
      c. Antimony.
      d. Benzene.
      e. Butyl benzyl phthalate.
      f. Cadmium.

g. Di (2-ethylhexyl) phthalate.
h. Di-n-butyl phthalate.
i. Di-n-octyl phthalate.
j. 1 ,2-dichlorobenzene.
k. Diethyl phthalate.
1. Dimethyl phthalate.
m. Ethylbenzene.
n. Formaldehyde.
o. Hexavalent chromium.
p. Isophorone.
q. Lead.
r, Mercury.
s. Methyl ethyl ketone.
t. Methyl isobutyl ketone.
u. Methylene chloride.
v. Naphthalene.
w. Toluene (methylbenzene).
x. 1,1,1 -trichloroethane.
y. Vinyl chloride.

C. Credit EQ 4.4: Do not use composite wood and agrifiber products that contain urea-formaldehyde resin.

END OF DOCUMENT

DOCUMENT 01 41 00

REGULATORY REQUIREMENTS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions, including, without limitation, Obtaining of Permits and Licenses and Work To Comply With All Applicable Regulations;

B. Special Conditions;

C. Quality Control.

1.02 DESCRIPTION:

A. This section covers the general requirements for regulatory requirements pertaining to the Work and is supplementary to all other regulatory requirements mentioned or referenced elsewhere in the Contract Documents.

1.03 REQUIREMENTS OF REGULATORY AGENCIES:

A. All statutes, ordinances, laws, rules, codes, regulations, standards, and the lawful orders of all public authorities having jurisdiction of the Work, are hereby incorporated into these Contract Documents as if repeated in full herein and are intended to be included in any reference to Code or Building Code, unless otherwise specified, including, without limitation, the references in the list below. Contractor shall make available at the Site copies of all the listed documents applicable to the Work as the County and/or Architect may request, including, without limitation, applicable portions of the California Code of Regulations ("CCR").

B. Items of deferred approval shall be clearly marked on the first sheet of the Architect’s and/or Engineer's approved Drawings.

(1) Building Standards Administrative Code, Part 1, Title 24, CCR

(2) California Building Code (CBC), Part 2, Title 24, CCR; (Uniform Building code volumes 1-3 and California Amendments).

(3) California Electrical Code (CEC), Part 3, Title 24, CCR; (National Electrical Code and California Amendments).

(4) California Mechanical Code (CMC), Part 4, Title 24, CCR; (Uniform Mechanical Code and California Amendments).

(5) California Plumbing Code (CPC), Part 5, Title 24, CCR; (Uniform Plumbing Code and California Amendments).

(6) California Fire Code (CFC), Part 9, Title 24, CCR; (Fire Plumbing Code and California Amendments).

(7) California Referenced Standards Code, Part 12, Title 24, CCR

(8) Title 19, CCR, Public Safety, State Fire Marshal Regulations.

(9) Partial List of Applicable NFPA Standards:

(a) NFPA 13 - Automatic Sprinkler System.

(b) NFPA 14 - Standpipes Systems.

(c) NFPA 17A - Wet Chemical System

(d) NFPA 24 - Private Fire Mains.

(e) (California Amended) NFPA 72 - National Fire Alarm Codes.

(f) NFPA 253 - Critical Radiant Flux of Floor Covering System.

(g) FPA 2001 - Clean Agent Fire Extinguishing Systems.

END OF DOCUMENT

DOCUMENT 01 42 13

ABBREVIATIONS AND ACRONYMS

PART 1 – GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions including without limitation, Definitions

B. Special Conditions

1.02 DOCUMENT INCLUDES:

A. Abbreviations used throughout the Contract Documents.

B. Reference to a technical society, organization, or body is by abbreviation, as follows:

1	AA	Aluminum Association
2	AAMA	Architectural Aluminum Manufacturers Association
3	AASHTO	American Association of State Highway and Transportation Officials
4	ABPA	Acoustical and Board Products Association
5	ACI	American Concrete Institute
6	AGA	American Gas Association
7	AGC	Associated General Contractors
8	AHC	Architectural Hardware Consultant
9	AI	Asphalt Institute
10	AIA	American Institute of Architects
11	AIEE	American Institute of Electrical Engineers
12	AISC	American Institute of Steel Construction

13	AISI	American Iron and Steel Institute
14	AMCA	Air Moving and Conditioning Association
15	ANSI	American National Standards Institute
16	APA	American Plywood Association
17	ARI	Air Conditioning and Refrigeration Institute
18	ASHRAE	American Society of Heating, Refrigeration and Air Conditioning Engineers
19	ASME	American Society of Mechanical Engineers
20	ASSE	American Society of Structural Engineers
21	ASTM	American Society of Testing and Materials
22	AWPB	American Wood Preservers Bureau
23	AWPI	American Wood preservers Institute
24	AWS	American Welding Society
25	AWSC	American Welding Society Code
26	AWI	Architectural Woodwork Institute
27	AWWA	American Water Works Association
28	BIA	Brick Institute of America
29	CAD	Computer-assisted Design
30	CCR	California Code of Regulations
31	CLFMI	Chain Link Fence Manufacturers Institute
32	CMG	California Masonry Guild
33	CRA	California Redwood Association
34	CRSI	Concrete Reinforcing Steel Institute
35	CS	Commercial Standards
36	CSI	Construction Specifications Institute

37	CTI	Cooling Tower Institute
38	FGMA	Flat Glass Manufacturer's Association
39	FIA	Factory Insurance Association
40	FM	Factory Mutual
41	FS	Federal Specification
42	FTI	Facing Title Institute
43	GA	Gypsum Association
44	ICBO	International Conference of Building Officials
45	IEEE	Institute of Electrical and Electronic Engineers
46	IES	Illumination Engineering Society
47	JOC	Job Order Contracting
48	LIA	Lead Industries Association
49	MIA	Marble Institute of America
50	MLMA	Metal Lath Manufacturers Association
51	MS	Military Specifications
52	NAAMM	National Association of Architectural Metal Manufacturers
53	NBHA	National Builders Hardware Association
54	NBFU	National Board of Fire Underwriters
55	NBS	National Bureau of Standards
56	NCMA	National Concrete Masonry Association
57	NEC	National Electrical Code
58	NEMA	National Electrical Manufacturers Association
59	NFPA	National Fire Protection Association/National Forest Products Association

60	NMWIA	National Mineral Wool Insulation Association
61	NTMA	National Terrazzo and Mosaic Association
62	NWMA	National Woodwork Manufacturer's Association
63	ORS	Office of Regulatory Services (California)
64	OSHA	Occupational Safety and Health Act
65	PCI	Precast Concrete Institute
66	PCA	Portland Cement Association
67	PDCA	Painting and Decorating Contractors of America
68	PDI	Plumbing Drainage Institute
69	PEI	Porcelain Enamel Institute
70	PG&E	Pacific Gas & Electric Company
71	PS	Product Standards
72	SDI	Steel Door Institute; Steel Deck Institute
73	SJI	Steel Joist Institute
74	SSPC	Steel Structures Painting Council
75	TCA	Tile Council of America
76	TPI	Truss Plate Institute
77	UBC	Uniform Building Code
78	UL	Underwriters Laboratories Code
79	UMC	Uniform Mechanical Code
80	USDA	United States Department of Agriculture
81	VI	Vermiculite Institute
82	WCLA	West Coast Lumberman's Association
83	WCLB	West Coast Lumber Bureau

84	WEUSER	Western Electric Utilities Service Engineering Requirements
85	WIC	Woodwork Institute of California
86	WPOA	Western Plumbing Officials Association

END OF DOCUMENT

DOCUMENT 01 42 16

DEFINITIONS AND REFERENCE STANDARDS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISION

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions including without limitation, Definitions;

B. Special Conditions;

1.02 QUALITY ASSURANCE:

A. For products or workmanship specified by association, trade, or Federal Standards, Contractor shall comply with requirements of the standard, except when more rigid requirements are specified in the Contract Documents, or are required by applicable codes.

B. Contractor shall conform to current reference standard publication date in effect on the date of bid opening.

C. Contractor shall obtain copies of standards unless specifically required not to by the Contract Documents.

D. Contractor shall maintain a copy of all standards at jobsite during submittals, planning, and progress of the specific Work, until final completion, unless specifically required not to by the Contract Documents.

E. Should specified reference standards conflict with Contract Documents, Contractor shall request clarification from the County and./or the Architect before proceeding.

F. The contractual relationship of the parties to the Contract shall not be altered from the contractual relationship as indicated in the Contract Documents by mention or inference otherwise in any referenced document.

G. Governing Codes shall be as shown in the Contract Documents including, without limitation, the Specifications.

1.03 SCHEDULE OF REFERENCES:

The following information is intended only for the general assistance of the Contractor, and the County does not represent that all of the information is current. It is the Contractor's responsibility to verify the correct information for each of the entities listed.

AA	Aluminum Association 900 19th Street NW, Suite 300 Washington, DC 20006 www.aluminum.org	202/862-5100
AABC	Associated Air Balance Council 1518 K Street, NW, Suite 503 Washington, DC 20005 www.aabchq.com	202/737-0202
AAMA	American Architectural Manufacturers Association 1827 Walden Office Sq., Suite 104 Schaumburg, IL 60173-4268 www.aamanet.org	847/303-5664
AASHTO	American Association of State Highway and Transportation Officials 444 North Capitol Street, Suite 249 Washington, DC 20001 www.aashto.org	202/624-5800
AATCC	American Association of Textile Chemists and Colorists P.O. Box 12215 One Davis Drive Research Triangle Park, NC 27709-2215 www.aatcc.org	919/549-8141
ACI	American Concrete Institute P.O. Box 9094 Farmington Hills, MI 48333-9094 www.aci-int.org	248/848-3700
ACPA	American Concrete Pipe Association 222 West Las Colinas Blvd., Suite 641 Irving, TX 75039-5423 www.concrete-pipe.org	972/506-7216
ADC	Air Diffusion Council	312/201-0101

	11 South LaSalle St., Suite 1400 Chicago, IL 60603	
AFPA	American Forest and Paper Association 1111 19th St., NW, Suite 800 Washington, DC 20036	202/463-2700
AGA	American Gas Association 1515 Wilson Blvd. Arlington VA 22209 www.aga.com	703/841-8400
AHA	American Hardboard Association 1210 W. Northwest Hwy Palatine, IL 60067-1897	847/934-8800
AI	Asphalt Institute Research Park Drive P.O. Box 14052 Lexington, KY 40512-4052 www.asphaltinstitute.org	606/288-4960
AIA	The American Institute of Architects 1735 New York Avenue, NW Washington, DC 20006-5292 www.aia.org	202/626-7300
AISC	American Institute of Steel Construction One East Wacker Drive, Suite 3100 Chicago, IL 60601-2001	800/644-2400
AITC	American Institute of Timber Construction 7012 S. Revere Pkwy., Suite 140 Englewood, CO 80112 www.aitc-glulam.org	303/792-9559
ALCA	Associated Landscape Contractors of America 12200 Sunrise Valley Drive, Suite 150 Reston, VA 20191 www.alca.org	703/620-6363
ALI	Associated Laboratories, Inc. P.O. Box 152837 1323 Wall St. Dallas, TX 75315	214/565-0593

ALSC	American Lumber Standards Committee P.O. Box 210 Germantown, MD 20875	301/972-1700
AMCA	Air Movement and Control Association International, Inc. 30 W. University Drive Arlington Heights, IL 60004-1893 www.amca.org	847/394-0150
ANLA	American Nursery and Landscape Association 1250 Eye Street, NW, Suite 500 Washington, DC 20005	202/789-2900
ANSI	American National Standards Institute 11 West 42nd Street, 13th Floor New York, NY 10036-8002 www.ansi.org	212/642-4900
APA	APA-The Engineered Wood Association P.O. Box 11700 Tacoma, WA 98411-0700 www.apawood.org	206/565-6600
APA	Architectural Precast Association P.O. Box 08669 Fort Myers, FL 33908-0669	941/454-6989
ARI	Air Conditioning and Refrigeration Institute 4301 Fairfax Drive, Suite 425 Arlington, VA 22203 www.ari/org	703/524-8800
ARMA	Asphalt Roofing Manufacturers Association Center Park 4041 Powder Mill Road, Suite 404 Calverton, MD 20705	301/231-9050
ASA	Acoustical Society of America 500 Sunnyside Blvd. Woodbury, NY 11797	516/576-2360
ASCE	American Society of Civil Engineers- World Headquarters 1801 Alexander Bell Drive Reston, VA 20190-4400	800/548-2723 703/295-6000

www.asce.org

ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers 1791 Tullie Circle, NE Atlanta, GA 30329-2305 www.ashrae.org	800/527-4723 404/636-8400
ASLA	American Society of Landscape Architects 4401 Connecticut Ave., NW, 5th Floor Washington, DC 20008-2369 www.asla.org	202/686-2752
ASME	American Society of Mechanical Engineers 345 East 47th Street New York, NY 10017-2392 www.asme.org	800/434-2763
ASPE	American Society of Plumbing Engineers 3617 Thousand Oaks Blvd., Suite 210 Westlake, CA 91362-3649	805/495-7120
ASQC	American Society for Quality Control 611 E. Wisconsin Avenue Milwaukee, WI 53201-3005 www.asqc.org	800/248-1946 414/272-8575
ASSE	American Society of Sanitary Engineering 28901 Clemens Road Westlake, OH 44145 www.asse-plumbing.org	216/835-3040
ASTM	American Society for Testing and Materials 100 Barr Harbor Drive West Conshohocken, PA 19428-2959 www.astm.org	610/832-9500

AWCI	Association of the Wall and Ceiling Industries--International 307 E. Annandale Road, Suite 200 Falls Church, VA 22042-2433 www.awci.org	703/534-8300
AWPA	American Wood-Preservers' Association 3246 Fall Creek Highway, Suite 1900 Granbury, TX 76049-7979	817/326-6300
AWS	American Welding Society 550 NW LeJeune Road Miami, FL 33126 www.amweld.org	800/443-9373 305/443-9353
AWWA	American Water Works Association 6666 West Quincy Avenue Denver, CO 80235 www.awwa.org	800/926-7337 303/794-7711
BHMA	Builders' Hardware Manufacturers Association 355 Lexington Avenue, 17th Floor New York, NY 10017-6603	212/661-4261
CBM	Certified Ballast Manufacturers Association 1422 Euclid Avenue, Suite 402 Cleveland, OH 44115-2094	216/241-0711
CGA	Compressed Gas Association 1725 Jefferson Davis Hwy, Suite 1004 Arlington, VA 22202-4102 www.cganet.com	703/412-0900
CISCA	Ceilings & Interior Systems Construction Association 1500 Lincoln Hwy, Suite 202 St. Charles, IL 60174 www.cisca.org	630/584-1919
CISPI	Cast Iron Soil Pipe Institute 5959 Shallowford Road, Suite 419 Chattanooga, TN 37421	423/892-0137

CPSC	Consumer Product Safety Commission East West Towers 4330 East-West Hwy. Bethesda, MD 20814	800/638-2772
CPPA	Corrugated Polyethylene Pipe Association 432 N. Superior Street Toledo, OH 43604	800/510-2772 419/241-2221
CRA	California Redwood Association 405 Enfrente Drive, Suite 200 Novato, CA 94949	415/382-0662
CRI	Carpet and Rug Institute 310 S. Holiday Avenue Dalton, GA 30722-2048 www.carpet-rug.com	800/882-8846 706/278-3176
CRSI	Concrete Reinforcing Steel Institute 933 N. Plum Grove Road Schaumburg, IL 60173-4758 www.crsi.org	847/517-1200
CTI	Ceramic Tile Institute of America 12061 W. Jefferson Blvd. Culver City, CA 90230-6219	310/574-7800
DHI	Door and Hardware Institute 14170 Newbrook Drive Chantilly, VA 20151-2223 www.dhi.org	703/222-2010
DIPRA	Ductile Iron Pipe Research Association 245 Riverchase Pkwy East, Suite O Birmingham, AL 35244	205/988-9870
DOC	Department of Commerce 14th Street and Constitution Avenue, NW Washington, DC 20230	202/482-2000
DOT	Department of Transportation 400 Seventh Street, SW Washington, DC 20590	202/366-4000
EJMA	Expansion Joint Manufacturers Association	914/332-0040

	25 N. Broadway Tarrytown, NY 10591-3201	
EPA	Environmental Protection Agency 401 M Street, SW Washington, DC 20460	202/260-2090
FCICA	Floor Covering Installation Contractors Association P.O. Box 948 Dalton, GA 30722-0948	706/226-5488
FM	Factory Mutual 1151 Boston-Providence Turnpike P.O. Box 9102 Norwood, MA 02062-9102 www.factorymutual.com	781/255-4300
FS	Federal Specifications Unit (Available from GSA) 470 East L'Enfant Plaza, SW, Suite 8100 Washington, DC 20407	202/619-8925
GA	Gypsum Association 810 First Street NE, Suite 510 Washington, DC 20002 www.usg.com	202/289-5440
GANA	Glass Association of North America 3310 SW Harrison Street Topeka, KS 66611-2279 www.glasswebsite.com/gana	913/266-7013
HMA	Hardwood Manufacturers Association 400 Penn Center Blvd., Suite 530 Pittsburgh, PA 15235-5605 www.hardwood.org	412/828-0770
HPVA	Hardwood Plywood and Veneer Association 1825 Michael Farraday Drive P.O. Box 2789 Reston, VA 22195-0789 www.hpva.org	703/435-2900
IEEE	Institute of Electrical and Electronic Engineers 345 E. 47th Street	800/678-4333 212/705-7900

	New York, NY 10017-2394 www.ieee.org	
IESNA	Illuminating Engineering Society of North America 120 Wall Street, 17th Floor New York, NY 10005-4001 www.iesna.org	212/248-5000
ITS	Intertek Testing Services P.O. Box 2040607/753-6711 3933 US Route 11 Cortland, NY 13045-7902 www.itsglobal.com	800/345-3851
LMA	Laminating Materials Association 116 Lawrence Street Hillsdale, NJ 07642-2730 www.lma.org	201/664-2700
MCAA	Mechanical Contractors Association of America 1385 Piccard Drive Rockville, MD 20850-4329	301/869-5800
ML/SFA	Metal Lath/Steel Framing Association (A Division of the NAAMM) 8 South Michigan Avenue, Suite 1000 Chicago, IL 60603	312/456-5590
MSS	Manufacturers Standardization Society for the Valve and Fittings Industry 127 Park Street, NE Vienna, VA 22180-4602	703/281-6613
NAA	National Arborist Association P.O. Box 1094603/673-3311 Amherst, NH 03031-1094 www.natlarb.com	800/733-2622
NAAMM	National Association of Architectural Metal Manufacturers 8 South Michigan Avenue, Suite 1000 Chicago, IL 60603 www.gss.net/naamm	312/782-5590
NAIMA	North American Insulation Manufacturers Association	703/684-0084

	44 Canal Center Plaza, Suite 310 Alexandria, VA 22314 www.naima.org	
NAPA	National Asphalt Pavement Association NAPA Building 5100 Forbes Blvd. Lanham, MD 20706-4413	301/731-4748
NCSPA	National Corrugated Steel Pipe Association 1255 23rd Street, NW, Suite 850 Washington, DC 20037 www.ncspa.org	202/452-1700
NEBB	National Environmental Balancing Bureau 8575 Grovemont Circle Gaithersburg, MD 20877-4121	301/977-3698
NECA	National Electrical Contractors Association 3 Bethesda Metro Center, Suite 1100 Bethesda, MD 20814-5372	301/657-3110
NEI	National Elevator Industry 185 Bridge Plaza North, Suite 310 Fort Lee, NJ 07024	201/944-3211
NEMA	National Electrical Manufacturers' Association 1300 N. 17th Street, Suite 1847 Rosslyn, VA 22209 www.nema.org	703/841-3200
NFPA	National Fire Protection Association One Batterymarch Park P.O. Box 9101 Quincy, MA 02269-9101 www.nfpa.org	800/344-3555 617/770-3000
NHLA	National Hardwood Lumber Association P.O. Box 34518 Memphis, TN 38184-0518 www.natlhardwood.org	901/377-1818
NIA	National Insulation Association 99 Canal Center Plaza, Suite 222 Alexandria, VA 22314 www.insulation.org	703/683-6422

NPA	National Particleboard Association 18928 Premiere Court Gaithersburg, MD 20879-1569 www.pbmdf.com	301/670-0604
NPCA	National Paint and Coatings Association 1500 Rhode Island Avenue, NW Washington, DC 20005-5597 www.paint.org	202/462-6272
NRCA	National Roofing Contractors Association O'Hare International Center 10255 W. Higgins Road, Suite 600 Rosemont, IL 60018-5607 www.roofonline.org	800/323-9545
NRMCA	National Ready Mixed Concrete Association 900 Spring Street Silver Spring, MD 20910 www.nrmca.org	301/587-1400
NSF	NSF International P.O. Box 130140 Ann Arbor, MI 48113-0140 www.nsf.org	313/769-8010
NUSIG	National Uniform Seismic Installation Guidelines 12 Lahoma Court Alamo, CA 94526	510/946-0135
NWWDA	National Wood Window and Door Association 1400 E. Touhy Avenue, G-54 847/299-5200 Des Plaines, IL 60018 www.nwwda.org	800/223-2301
SHA	Occupational Safety and Health Administration (U.S. Department of Labor) 200 Constitution Ave., NW Washington, DC 20210	202/219-8148
PCA	Portland Cement Association 5420 Old Orchard Road Skokie, IL 60077-1083 www.portcement.org	847/966-6200

PDCA	Painting and Decorating Contractors of America 3913 Old Lee Hwy, Suite 33-B Fairfax, VA 22030 www.pdca.com	800/332-7322 703/359-0826
PDI	Plumbing and Drainage Institute 45 Bristol Drive, Suite 101 South Easton, MA 02375	800/589-8956 508/230-3516
RFCI	Resilient Floor Covering Institute 966 Hungerford Drive, Suite 12-B Rockville, MD 20805-1714	301/340-8580
RIS	Redwood Inspection Service c/o California Redwood Association 405 Enfrente Drive, Suite 200 Novato, CA 94949-7206	415/382-0662
SDI	Steel Deck Institute P.O. Box 25 Fox River Grove, IL 60012 www.sdi.org	847/462-1930
SDI	Steel Door Institute 30200 Detroit Road Cleveland, OH 44145-1967	216/889-0010
SMA	Stucco Manufacturers Association 14006 Ventura Blvd. Sherman Oaks, CA 91403	213/789-8733
SMACNA	Sheet Metal and Airconditioning Contractors National Association, Inc. P.O. Box 221230 Chantilly, VA 20151-1209 www.smacna.org	703/803-2980
SPI	Society of the Plastics Industry, Inc. Spray Polyurethane Division 202/974-5200 1801 K Street, NW, Suite 600K Washington, DC 20006 www.socplas.org	800/951-2001

SSPC	Steel Structures Painting Council 40 24th Street, 6th Floor Pittsburgh, PA 15222-4643	412/281-2331
TCA	Tile Council of America 100 Clemson Research Blvd. Anderson, SC 29625	864/646-8453
TPI	Turfgrass Producers International 1855-A Hicks Road Rolling Meadows, IL 60008	800/405-8873 847/705-9898
UL	Underwriters Laboratories, Inc. 333 Pfingston Road 847/272-8800 Northbrook, IL 60062 www.ul.com	800/704-4050
UNI	Uni-Bell PVC Pipe Association 2655 Villa Creek Drive, Suite 155 Dallas, TX 75234 www.members.aol.com/unibell1	972/243-3902
USDA	U.S. Department of Agriculture 14th St. and Independence Ave., SW Washington, DC 20250	202/720-8732
WA	Wallcoverings Association 401 N. Michigan Avenue Chicago, IL 60611-4267	312/644-6610
WCLIB	West Coast Lumber Inspection Bureau P.O. Box 23145 Portland, OR 97281-3145	503/639-0651
WCMA	Window Covering Manufacturers Association 355 Lexington Ave., 17th Floor New York, NY 10017-6603	212/661-4261
WIC	Woodwork Institute of California P.O. Box 980247 West Sacramento, CA 95798-0247	916/372-9943
WLPDIA	Western Lath/Plaster/Drywall Industries Association 8635 Navajo Road San Diego, CA 92119	619/466-9070

WMMPA	Wood Moulding & Millwork Producers Association 507 First Street Woodland, CA 95695 www.wmmpa.com	800/550-7889 916/661-9591
WRI	Wire Reinforcement Institute 203 Loudoun Street, SW Leesburg, VA 20175-2718	703/779-2339
WWPA	Western Wood Products Association Yeon Building 522 S.W. 5th Avenue Portland, OR 97204-2122	503/224-3930

END OF DOCUMENT

DOCUMENT 01 43 00

QUALITY ASSURANCE - MATERIALS AND EQUIPMENT

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions, including, without limitation, Purchase of Materials and Equipment;

B. Special Conditions;

C. Imported Materials Certification.

1.02 MATERIAL AND EQUIPMENT

A. Only items approved by the County and/or Architect shall be used.

B. Contractor shall submit lists of products and other product information in accordance with the Contract Documents, including, without limitation, the provisions regarding the submittals.

1.03 MATERIAL AND EQUIPMENT COLORS

A. The County and/or Architect will provide a schedule of colors.

B. No individual color selections will be made until after approval of all pertinent materials and equipment and after receipt of appropriate samples in accordance with the Contract Documents, including, without limitation, the provisions regarding the submittals.

C. Contractor shall request priority in writing for any item requiring advance ordering to maintain the approved Construction Schedule.

1.04 DELIVERY, STORAGE, AND HANDLING

A. Contractor shall deliver manufactured materials in original packages, containers, or bundles (with seals unbroken), bearing name or identification mark of manufacturer.

B. Contractor shall deliver fabrications in as large assemblies as practicable; where specified as shop-primed or shop-finished, package or crate as required to preserve such priming or finish intact and free from abrasion.

C. Contractor shall store materials in such a manner as necessary to properly protect them from damage. Materials or equipment damaged by handling, weather, dirt, or from any other cause will not be accepted.

D. Materials are not be acceptable that have been warehoused for long periods of time, stored or transported in improper environment, improperly packaged, inadequately labeled, poorly protected, excessively shipped, deviated from normal distribution pattern, or reassembled.

E. Contractor shall store material so as to cause no obstructions of sidewalks, roadways, and underground services. Contractor shall protect material and equipment furnished under Contract.

F. Contractor may store materials on Site with prior written approval by the County, all material shall remain under Contractor's control and Contractor shall remain liable for any damage to the materials. Should the Project Site not have storage area available, the Contractor shall provide for off-site storage at no cost to County.

G. When any room in Project is used as a shop or storeroom, the Contractor shall be responsible for any repairs, patching, or cleaning necessary due to that use. Location of storage space shall be subject to prior written approval by County.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

A. Manufacturers listed in various sections of Contract Documents are names of those manufacturers that are believed to be capable of supplying one or more of items specified therein.

B. The listing of a manufacturer does not imply that every product of that manufacturer is acceptable as meeting the requirements of the Contract Documents.

2.02 FACILITIES AND EQUIPMENT

A. Contractor shall provide, install, maintain, and operate a complete and adequate facility for handling, the execution, disposal, and distribution of material and equipment as required for proper and timely performance of Work connected with Contract.

2.03 MATERIAL REFERENCE STANDARDS

A. Where material is specified solely by reference to “standard specifications” and if requested by County, Contractor shall submit for review data on actual material proposed to be incorporated into Work of Contract listing name and address of vendor, manufacturer, or producer, and trade or brand names of those materials, and data substantiating compliance with standard specifications.

PART 3 - EXECUTION

3.01 WORKMANSHIP

A. Where not more specifically described in any other Contract Documents, workmanship shall conform to methods and operations of best standards and accepted practices of trade or trades involved and shall include items of fabrication, construction, or installation regularly furnished or required for completion (including finish and for successful operation, as intended).

B. Work shall be executed by tradespersons skilled in their respective lines of Work. When completed, parts shall have been durably and substantially built and present a neat appearance.

3.02 COORDINATION

A. Contractor shall coordinate installation of Work so as to not interfere with installation of others. Adjustment or rework because of Contractor’s failure to coordinate will be at no additional cost to County.

B. Contractor shall examine in-place work for readiness, completeness, fitness to be concealed or to receive other work, and in compliance with Contract Documents. Concealing or covering Work constitutes acceptance of additional cost which will result should in-place Work be found unsuitable for receiving other Work or otherwise deviating from the requirements of the Contract Documents.

3.03 COMPLETENESS

A. Contractor shall provide all portions of the Work, unless clearly stated otherwise, installed complete and operational with all elements, accessories, anchorages, utility connections, etc., in manner to assure well-balanced performance, in accordance with manufacturer's recommendations and by Contract Documents. For example, electric water coolers require water, electricity, and drain services; roof drains require drain system; sinks fit within countertop, etc. Terms such as "installed complete," "operable condition," "for use intended," "connected to all utilities," "terminate with proper cap," "adequately anchored," "patch and refinish," "to match similar," should be assumed to apply in all cases, except

where completeness of functional or operable condition is specifically stated as not required.

3.04 APPROVED INSTALLER OR APPLICATOR

A. Installation by a manufacturer's approved installer or applicator is an understood part of Specifications and only approved installer or applicator is to provide on-site Work where specified manufacturer has on-going program of approving (i.e. certifying, bonding, re-warranting) installers or applicators. Newly established relationships between a manufacturer and an installer or applicator that does not have other approved applicator work in progress or completed is not approved for this Project.

3.05 MANUFACTURER'S RECOMMENDATIONS

A. All installations shall be in accordance with manufacturer's published recommendations and specific written directions of manufacturer's representative. Should Contract Documents differ from recommendations of manufacturer or directions of his representative, Contractor shall analyze differences, make recommendations to the County and the Architect in writing, and shall not proceed until interpretation or clarification has been issued by the County and/or the Architect.

END OF DOCUMENT

DOCUMENT 01 45 00

QUALITY CONTROL

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions, including, without limitation, Inspections and Tests, Uncovering of Work and Non-conforming of Work and Correction of Work;

B. Special Conditions.

1.02 RELATED CODES:

A. The Work is governed by requirements of Title 24, California Code of Regulations ("CCR"), and the Contractor shall keep a copy of these available at the job Site for ready reference during construction.

1.03 OBSERVATION AND SUPERVISION:

The County and Architect or their appointed representatives will review the Work and the Contractor shall provide facilities and access to the Work at all times as required to facilitate this review. Administration by the Architect and any consulting Structural Engineer will be in accordance with applicable regulations.

1.04 TESTING AGENCIES:

A. Testing agencies and tests shall be in conformance with the General Documents.

B. Testing and inspection in connection with earthwork shall be under the direction of the County's consulting soils engineer, if any, referred to hereinafter as the "Soils Engineer."

C. Testing and inspection of construction materials and workmanship shall be performed by a qualified laboratory, referred to hereinafter as the "Testing Laboratory." The Testing Laboratory shall be under direction of an engineer registered in the State of California, shall conform to requirements of ASTM E329, and shall be employed by or in contract with the County.

1.05 TESTS AND INSPECTIONS:

A. The Contractor shall be responsible for notifying the Construction Manager of all required tests and inspections. Contractor shall notify the Construction Manager forty-eight (48) hours in advance of performing any Work requiring testing or inspection.

B. The Contractor shall provide access to Work to be tested and furnish incidental labor, equipment, and facilities to facilitate all inspections and tests.

C. The County will pay for first inspections and tests required by the "CCR", and other inspections or tests that the County and/or the Architect may direct to have made, including the following principal items:

(1) Tests and observations for earthwork and paving.

(2) Tests for concrete mix designs, including tests of trial batches.

(3) Tests and inspections for structural steel work.

(4) Field tests for framing lumber moisture content.

(5) Additional tests directed by the County that establish that materials and installation comply with the Contract Documents.

(6) Test and observation of welding and expansion anchors.

D. The County may at its discretion, pay and back charge the Contractor for:

(1) Retests or re-inspections, if required, and tests or inspections required due to Contractor error or lack of required identifications of material.

(2) Uncovering of work in accordance with Contract Documents.

(3) Testing done on weekends, holidays, and overtime will be chargeable to the Contractor for the overtime portion.

(4) Testing done off Site.

E. Testing and inspection reports and certifications:

(1) If initially received by Contractor, Contractor shall provide to each of the following a copy of the agency or laboratory report of each test or inspection or certification.

a. The County;

b. The Construction Manager, if any;

c. The Architect;

d. The Consulting Engineer, if any;

e. Other Engineers on the Project, as appropriate; and

f. The Contractor.

PART 2 - PRODUCTS

2.01 TYPE OF TEST AND INSPECTIONS (As Applies to the Project):

[THE FOLLOWING ARE EXAMPLES ONLY AND SHOULD BE REVISED WITH CONSULTATIONS WITH ARCHITECT.]

A. Slump Test
ASTM C 143

B. Concrete Tests
Testing agency shall test concrete used in the work per the following paragraphs:

(1) Compressive Strength:

a. Minimum number of tests required: One (1) set of three (3) cylinders for each 100 cubic yards (Sec. 2604(h) 01) of concrete or major fraction thereof, placed in one (1) day. See Title 24, Section 2605(g).

b. Two cylinders of each set shall be tested at twenty-eight (28) days. One (1) cylinder shall be held in reserve and tested only when directed by the Architect or County.

c. Concrete shall test the minimum ultimate compressive strength in 28 days, as specified on the structural drawings.

d. In the event that the twenty-eight (28) day test falls below the minimum specified strength, the effective concrete in place shall be tested by taking cores in accordance with UBC Standard No. 26-13 and tested as required for cylinders.

e. In the event that the test on core specimens falls below the minimum specified strength, the concrete will be deemed defective and shall be removed and replaced upon such direction of the Architect.

C. Reinforcing, Steel

D. Structural Steel Per Title 24 and as noted:

(1) Material: Steel per Table in Title 24, Section 2712.

(2) Qualification of Welders (UBC Std. 27-6).

(3) Shop fabrication (Section 2712(d). Structural steel only).

(4) Shop and field welding (Section 2712(e)).

END OF DOCUMENT

DOCUMENT 01 50 00

TEMPORARY FACILITIES AND CONTROLS

PART 1 – GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions

B. Special Conditions

C. Site Standards

1.02 TEMPORARY UTILITIES:

A. Electric Power and Lighting

(1) The County will furnish and pay for power during the course of the work to the extent power is available in the building(s) or on the Site. The Contractor shall be responsible for providing temporary facilities required to deliver that power service from its existing location in the building(s) or on the Site to point of intended use.

(2) Contractor shall verify characteristics of power available in building(s) or on the Site. Contractor shall take all actions required to make modifications where power of higher voltage or different phases of current are required. Contractor shall be fully responsible for providing that service and shall pay all costs required therefor.

(3) The Contractor shall furnish, wire for, install, and maintain temporary electrical lights wherever it is necessary to provide illumination for the proper performance and/or observation of the Work: a minimum of 20 foot-candles for rough work and 50 foot-candles for finish work.

B. Heat and Ventilation

(1) Contractor shall provide temporary heat to maintain environmental conditions to facilitate progress of the Work, to meet specified minimum conditions for the installation and curing of materials, and to protect materials and finishes from damage due to improper temperature and humidity conditions. Portable heaters shall be standard units complete with controls.

(2) Contractor shall provide forced ventilation and dehumidification, as required, of enclosed areas for proper installation and curing of materials, to disperse humidity, and to prevent hazardous accumulations of dust, fumes, vapors, and gases.

(3) Contractor shall pay the costs of installation, maintenance, operation, and removal of temporary heat and ventilation, including costs for fuel consumed, required for the performance of the Work.

C. Water

(1) The County will furnish and pay for water during the course of the work to the extent water is then available in the building(s) or on the Site. The Contractor shall be responsible for providing temporary facilities required to deliver such utility service from its existing location in the building(s) or on the Site to point of intended use.

(2) Contractor shall use backflow preventers on water lines at point of connection to County's water supply. Backflow preventers shall comply with requirements of Uniform Plumbing Code.

(3) Contractor shall make potable water available for human consumption.

D. Sanitary Facilities

(1) Contractor shall provide sanitary temporary facilities in no fewer numbers than required by law and such additional facilities as may be directed by the County for the use of all workers. The facilities shall be maintained in a sanitary condition at all times and shall be left at the Site until removal is directed by the County or Contractor completes all other work at the Site.

(2) Use of toilet facilities in the Work under construction shall not be permitted except by consent of the County.

E. Telephone Service

(1) Contractor shall arrange with local telephone service company for telephone service for the performance of the Work. Contractor shall, at a minimum, provide in its field office one line for telephone and one line for fax machine.

(2) Contractor shall pay the costs for telephone and fax lines installation, maintenance, service, and removal.

F. Fire Protection:

(1) Contractor shall provide and maintain fire extinguishers and other equipment for fire protection. Such equipment shall be designated for use for fire protection only and shall comply with all requirements of the California Fire, State Fire Marshall and/or its designee.

(2) Where on-site welding and burning of steel is unavoidable, Contractor shall provide protection for adjacent surfaces and proper ventilation

G. Trash Removal:

(1) Document 01-74-19 will be provided on an as needed basis per Job order.

1.03 CONSTRUCTION AIDS:

A. Plant and Equipment:

(1) Contractor shall furnish, operate, and maintain a complete plant for fabricating, handling, conveying, installing, and erecting materials and equipment; and for conveyances for transporting workmen. Include elevators, hoists, debris chutes, and other equipment, tools, and appliances necessary for performance of the Work.

(2) Contractor shall maintain plant and equipment in safe and efficient operating condition. Damages due to defective plant and equipment, and uses made thereof, shall be repaired by Contractor at no expense to the County.

B. None of the County's tools and equipment shall be used by Contractor for the performance of the Work

1.04 BARRIERS AND ENCLOSURES:

A. Contractor shall obtain the County's written permission for locations and types of temporary barriers and enclosures, including fire-rated materials proposed for use, prior to their installation.

B. Contractor shall provide and maintain temporary enclosures to prevent public entry and to protect persons using other buildings and portions of the Site and/or Premises, the public, and workers. Contractor shall also protect the Work and existing facilities from the elements, and adjacent construction and improvements, persons, and trees and plants from damage and injury from demolition and construction operations.

C. Contractor shall provide site access to existing facilities for persons using other buildings and portions of the Site, the public, and for deliveries and other services and activities.

D. Tree and Plant Protection:

(1) Contractor shall preserve and protect existing trees and plants on the Premises that are not designated or required to be removed, and those adjacent to the Premises.

(2) Contractor shall provide barriers to a minimum height of 4'-0" around drip line of each tree and plant, around each group of trees and plants, as applicable, in the proximity of demolition and construction operations.

(3) Contractor shall not park trucks, store materials, perform Work or cross over landscaped areas. Contractor shall not dispose of paint thinners, water from cleaning, plastering or concrete operations, or other deleterious materials in landscaped areas, storm drain systems, or sewers. Plant materials damaged as a result of the performance of the Work shall, at the option of the County and at Contractor's expense, either be replaced with new plant materials equal in size to those damaged or by payment of an amount representing the value of the damaged materials as determined by the County.

(4) Contractor shall remove soil that has been contaminated during the performance of the Work by oil, solvents, and other materials which could be harmful to trees and plants, and replace with good soil, at Contractor's expense

(5) Excavation Around Trees:

(a) Excavation within drip lines of trees shall be done only where absolutely necessary and with written permission from the County.

(b) Where trenching for utilities is required within drip lines, tunneling under and around roots shall be by hand digging and shall be approved by the County. Main lateral roots and taproots shall not be cut. All roots 2 inches in diameter and larger shall be tunneled under and heavily wrapped with wet burlap so as to prevent scarring or excessive drying. Smaller roots that interfere with installation of new work may be cut with prior approval by the County. Roots must first be cut with a Vermeer, or equivalent, root cutter prior to any trenching.

(c) Where excavation for new construction is required within drip line of trees, hand excavation shall be employed to minimize damage to root system. Roots shall be relocated in backfill areas wherever

possible. If encountered immediately adjacent to location of new construction, roots shall be cut approximately 6 inches back from new construction.

(d) Approved excavations shall be carefully backfilled with the excavated materials approved for backfilling. Backfill shall conform to adjacent grades without dips, sunken areas, humps, or other surface irregularities. Do not use mechanical equipment to compact backfill. Tamp carefully using hand tools, refilling and tamping until Final Acceptance as necessary to offset settlement.

(e) Exposed roots shall not be allowed to dry out before permanent backfill is placed. Temporary earth cover shall be provided, or roots shall be wrapped with four layers of wet, untreated burlap and temporarily supported and protected from damage until permanently relocated and covered with backfill.

(f) Accidentally broken roots should be sawed cleanly 3 inches behind ragged end.

1.05 SECURITY AND PARKING:

A. The Contractor shall be responsible for project security for materials, tools, equipment, supplies, and completed and partially completed Work.

B. Contractor is responsible for any charges associated with parking of Contractor and Contractor employee's vehicles either at County facilities or off-site. Unless otherwise stated, all parking at County facilities requires payment.

1.06 TEMPORARY CONTROLS:

A. Noise Control

(1) Contractor acknowledge, that adjacent facilities may remain in operation during all or a portion of the Work period, and it shall take all reasonable precautions to minimize noise as required by applicable laws and the Contract Documents.

(2) Notice of proposed noisy operations, including without limitation, operation of pneumatic demolition tools, concrete saws, and other equipment, shall be submitted to the County a minimum of forty-eight (48) hours in advance of their performance.

B. Noise and Vibration

(1) Equipment and impact tools shall have intake and exhaust mufflers.

(2) Contractor shall cooperate with County to minimize and/or seize the use of noisy and vibratory equipment if that equipment becomes objectionable by its longevity.

C. Dust and Dirt

(1) Contractor shall conduct demolition and construction operations to minimize the generation of dust and dirt, and prevent dust and dirt from interfering with the progress of the Work and from accumulating in the Work and adjacent areas including, without limitation, occupied facilities.

(2) Contractor shall periodically water exterior demolition and construction areas to minimize the generation of dust and dirt.

(3) Contractor shall ensure that all hauling equipment and trucks carrying loads of soil and debris shall have their loads sprayed with water or covered with tarpaulins, and as otherwise required by local and state ordinance.

(4) Contractor shall prevent dust and dirt from accumulating on walks, roadways, parking areas, and planting, and from washing into sewer and storm drain lines.

D. Water

Contractor shall not permit surface and subsurface water, and other liquids, to accumulate in or about the vicinity of the Premises. Should accumulation develop, Contractor shall control the water or other liquid, and suitably dispose of it by means of temporary pumps, piping, drainage lines, troughs, ditches, dams, or other methods.

E. Pollution

(1) No burning of refuse, debris, or other materials shall be permitted on or in the vicinity of the Premises.

(2) Contractor shall comply with applicable regulatory requirements and anti-pollution ordinances during the conduct of the Work including, without limitation, demolition, construction, and disposal operations.

F. Lighting:

(1) If portable lights are used after dark, all light must be located so as not to direct light into neighboring property.

1.07 JOB SIGN(S):

A. General:

(1) Contractor shall provide and maintain a Project identification sign with the design, text, and colors designated by the County and/or the Architect; locate sign as approved by the County.

(2) Signs other than the specified Project sign and or signs required by law, for safety, or for egress, shall not be permitted, unless otherwise approved in advance by the County.

B. Materials:

(1) Structure and Framing: Structurally sound, new or used wood or metal; wood shall be nominal 3/4-inch exterior grade plywood.

(2) Sign Surface: Minimum 3/4-inch exterior grade plywood.

(3) Rough Hardware: Galvanized.

(4) Paint: Exterior quality, of type and colors selected by the County and/or the Architect.

C. Fabrication:

(1) Contractor shall fabricate to provide smooth, even surface for painting.

(2) Size: 4'-0" x 8'-0", unless otherwise indicated.

(3) Contractor shall paint exposed surfaces of supports, framing, and surface material with exterior grade paint: one coat of primer and one coat of finish paint.

(4) Text and Graphics: As indicated.

1.08 PUBLICITY RELEASES:

A. Contractor shall not release any information, story, photograph, plan, or drawing relating information about the Project to anyone, including press and other public communications medium, including, without limitation, on website(s).

END OF DOCUMENT

DOCUMENT 01 62 00

PRODUCT OPTIONS AND SUBSTITUTIONS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. Instructions to Bidders;

B. General Conditions, including, without limitation, Substitutions For Specified Items;

C. Special Conditions.

D. LEED™ Requirements Document 01 35 13.23

1.02 SUBSTITUTIONS OF MATERIALS AND EQUIPMENT:

A. Catalog numbers and specific brands or trade names followed by the designation "or equal" are used in conjunction with material and equipment required by the Specifications to establish the standards of quality, utility, and appearance required. Substitutions which are equal in quality, utility, and appearance to those specified may be reviewed subject to the provisions of the General Conditions.

B. Wherever more than one manufacturer's product is specified, the first-named product is the basis for the design used in the work and the use of alternative-named manufacturers' products or substitutes may require modifications in that design. If such alternatives are proposed by Contractor and are approved by the County and/or the Architect, Contractor shall assume all costs required to make necessary revisions and modifications of the design resulting from the substitutions requested by the Contractor.

C. When materials and equipment are specified by first manufacturer's name and product number, second manufacturer's name and "or approved equal," supporting data for the second product, if proposed by Contractor, shall be submitted in accordance with the requirements for substitutions.

D. If the County and/or Architect, in reviewing proposed substitute materials and equipment, require revisions or corrections to be made to previously accepted Shop Drawings and supplemental supporting data to be resubmitted, Contractor shall promptly do so. If any proposed substitution is judged by the County and/or

Architect to be unacceptable, the specified material or equipment shall be provided.

E. Samples may be required. Tests required by the County and/or Architect for the determination of quality and utility shall be made at the expense of Contractor, with acceptance of the test procedure first given by the County.

F. In reviewing the supporting data submitted for substitutions, the County and/or Architect will use for purposes of comparison all the characteristics of the specified material or equipment as they appear in the manufacturer's published data even though all the characteristics may not have been particularly mentioned in the Contract Documents. If more than two (2) submissions of supporting data are required, the cost of reviewing the additional supporting data shall be borne by Contractor, and the County will deduct the costs from the Job Order Sum.

END OF DOCUMENT

DOCUMENT 01 65 00

DELIVERY, STORAGE AND HANDLING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions, including, without limitation, Site Access, Conditions and Requirements;

B. Special Conditions.

1.02 PRODUCTS

A. Products are as defined in the General Conditions.

B. Contractor shall not use and/or reuse materials and/or equipment removed from existing Premises, except as specifically permitted by the Contract Documents.

C. Contractor shall provide interchangeable components of the same manufacturer, for similar components.

1.03 TRANSPORTATION AND HANDLING

A. Contractor shall transport and handle Products in accordance with manufacturer's instructions.

B. Contractor shall promptly inspect shipments to confirm that Products comply with requirements, quantities are correct, and products are undamaged.

C. Contractor shall provide equipment and personnel to handle Products by methods to prevent soiling, disfigurement, or damage.

1.04 STORAGE AND PROTECTION

A. Contractor shall store and protect Products in accordance with manufacturer's instructions, with seals and labels intact and legible. Contractor shall store sensitive products in weather-tight, climate controlled enclosures.

B. For exterior storage of fabricated Products, Contractor shall place on sloped supports, above ground.

C. Contractor shall provide off-site storage and protection when Site does not permit on-site storage or protection.

D. Contractor shall cover products subject to deterioration with impervious sheet covering and provide ventilation to avoid condensation.

E. Contractor shall store loose granular materials on solid flat surfaces in a well-drained area and prevent mixing with foreign matter.

F. Contractor shall provide equipment and personnel to store Products by methods to prevent soiling, disfigurement, or damage.

G. Contractor shall arrange storage of Products to permit access for inspection and periodically inspect to assure Products are undamaged and are maintained under specified conditions.

END OF DOCUMENT

DOCUMENT 01 71 23

FIELD ENGINEERING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions, including, without limitation, Site Investigation, and Soils Investigation Report;

B. Special Conditions;

C. Site-Visit Certification.

1.02 REQUIREMENTS INCLUDED:

A. Contractor shall provide and pay for field engineering services by a California-registered engineer, required for the project, including, without limitations:

(1) Survey work required in execution of the Project.

(2) Civil or other professional engineering services specified, or required to execute Contractor's construction methods.

1.03 QUALIFICATIONS OF SURVEYOR OR ENGINEERS:

A. Contractor shall only use a qualified licensed engineer or registered land surveyor, to whom County makes no objection.

1.04 SURVEY REFERENCE POINTS:

A. Existing basic horizontal and vertical control points for the Project are those designated on the Drawings.

B. Contractor shall locate and protect control points prior to starting Site Work and preserve all permanent reference points during construction. In addition Contractor shall:

(1) Make no changes or relocation without prior written notice to County and Architect.

(2) Report to County and Architect when any reference point is lost or destroyed, or requires relocation because of necessary changes in grades or locations.

(3) Require surveyor to replace Project control points based on original survey control that may be lost or destroyed.

1.05 RECORDS:

A. Contractor shall maintain a complete, accurate log of all control and survey work as it progresses.

1.06 SUBMITTALS:

A. Contractor shall submit name and address of Surveyor and Professional Engineer to County and Architect prior to its/their work on the Project.

B. On request of County and Architect, Contractor shall submit documentation to verify accuracy of field engineering work, at no additional cost to the County.

C. Contractor shall submit a certificate signed by registered engineer or surveyor certifying that elevations and locations of improvements are in conformance or nonconformance with Contract Documents.

PART 2 – PRODUCTS

Not Used.

PART 3 - EXECUTION

3.01 Contractor is responsible for meeting all applicable codes, OSHA, safety and shoring requirements.

3.02 Contractor is responsible for any re-surveying required by correction of nonconforming work.

END OF DOCUMENT

DOCUMENT 01 73 29

CUTTING AND PATCHING

1. PART 1 – GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions;

B. Special Conditions;

C. Hazardous Materials Procedures and Requirements;

D. Hazardous Materials Certification;

E. Imported Materials Certification.

1.02 CUTTING AND PATCHING:

A. Contractor shall be responsible for all cutting, fitting, and patching, including associated excavation and backfill, required to complete the Work or to:

(1) Make several parts fit together properly.

(2) Uncover portions of Work to provide for installation of ill-timed Work.

(3) Remove and replace defective Work.

(4) Remove and replace Work not conforming to requirements of Contract Documents.

(5) Remove Samples of installed Work as specified for testing.

(6) Provide routine penetrations of non-structural surfaces for installation of piping and electrical conduit.

(7) Attach new materials to existing remodeling areas, including painting (or other finishes) to match existing conditions.

B. In addition to Contract requirements, upon written instructions from the County, Contractor shall uncover Work to provide for observations of covered Work in accordance with the Contract Documents; remove samples of installed materials for testing as directed by County; and remove Work to provide for alteration of existing Work.

C. Contractor shall not cut or alter Work, or any part of it, in such a way that endangers or compromises the integrity of the Work, the Project, or work of others.

1.03 SUBMITTALS:

A. Prior to any cutting or alterations that may affect the structural safety of Project, or work of others, and well in advance of executing such cutting or alterations, Contractor shall submit written notice to County pursuant to the applicable notice provisions of the Contract Documents, requesting consent to proceed with the cutting or alteration, including the following:

(1) The Work of the County or other trades.

(2) Structural value or integrity of any element of Project.

(3) Integrity or effectiveness of weather-exposed or weather-resistant elements or systems.

(4) Efficiency, operational life, maintenance or safety of operational elements.

(5) Visual qualities of sight-exposed elements.

B. Contractor's Request shall also include:

(1) Identification of Project.

(2) Description of affected Work.

(3) Necessity for cutting, alteration, or excavations.

(4) Effects of Work on County, other trades, or structural or weatherproof integrity of Project.

(5) Description of proposed Work:
(a) Scope of cutting, patching, alteration, or excavation.

(b) Trades that will execute Work.

(c) Products proposed to be used.

(d) Extent of refinishing to be done.

(6) Alternates to cutting and patching.

(7) Cost proposal, when applicable.

(8) The scheduled date the Contractor intends to perform the Work and the duration of time to complete the Work.

(9) Written permission of other trades whose Work will be affected.

1.04 QUALITY ASSURANCE:

A. Contractor shall ensure that cutting, fitting, and patching shall achieve security, strength, weather protection, appearance for aesthetic match, efficiency, operational life, maintenance, safety of operational elements, and the continuity of existing fire ratings.

B. Contractor shall ensure that cutting, fitting, and patching shall successfully duplicate undisturbed adjacent profiles, materials, textures, finishes, colors, and that materials shall match existing construction. Where there is dispute as to whether duplication is successful or has been achieved to a reasonable degree, the County's decision shall be final.

1.05 PAYMENT FOR COSTS:

A. Cost caused by ill-timed or defective Work or Work not conforming to Contract Documents, including costs for additional services of the County, its consultants, including but not limited to the Construction Manager, the Architect, the Project Inspector(s), Engineers, and Agents, will be paid by Contractor and/or deducted from the Job Order by the County.

B. County shall only pay for cost of Work if it is part of the original Job Order Sum or if a change has been made to the Job Order in compliance with the provisions of the General Conditions. Cost of Work performed upon instructions from the County, other than defective or nonconforming Work, will be paid by County on approval of written Supplemental Job Order. Contractor shall provide written cost proposals prior to proceeding with cutting and patching.

PART 2 - PRODUCTS

2.01 MATERIALS:

A. Contractor shall provide for replacement and restoration of Work removed. Contractor shall comply with the Contract Documents and with the Industry Standard(s), for the type of Work, and the Specification requirements for each specific product involved. If not specified, Contractor shall first recommend a product of a manufacturer or appropriate trade association for approval by the County.

B. Materials to be cut and patched include those damaged by the performance of the Work.

PART 3 – EXECUTION

3.01 INSPECTION:

A. Contractor shall inspect existing conditions of the Site and the Work, including elements subject to movement or damage during cutting and patching, excavating and backfilling. After uncovering Work, Contractor shall inspect conditions affecting installation of new products.

B. Contractor shall report unsatisfactory or questionable conditions in writing to County as indicated in the General Conditions and shall proceed with Work as indicated in the General Conditions by County.

3.02 PREPARATION:

A. Contractor shall provide shoring, bracing and supports as required to maintain structural integrity for all portions of the Project, including all requirements of the Project.

B. Contractor shall provide devices and methods to protect other portions of Project from damage.

C. Contractor shall, provide all necessary protection from weather and extremes of temperature and humidity for the Project, including without limitation, any work that may be exposed by cutting and patching Work. Contractor shall keep excavations free from water.

3.03 ERECTION, INSTALLATION AND APPLICATION:

A. With respect to performance, Contractor shall:

(1) Execute fitting and adjustment of products to provide finished installation to comply with and match specified tolerances and finishes.

(2) Execute cutting and demolition by methods that will prevent damage to other Work, and provide proper surfaces to receive installation of repairs and new Work.

(3) Execute cutting, demolition excavating, and backfilling by methods that will prevent damage to other Work and damage to settlement.

B. Contractor shall employ original installer or fabricator to perform cutting and patching for:

(1) Weather-exposed surfaces and moisture-resistant elements such as roofing, sheet metal, sealants, waterproofing, and other trades.

(2) Sight-exposed finished surfaces.

C. Contractor shall execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances, and finishes as shown or specified in the Contract Documents including, without limitation, the Detailed Scope(s) of Work, Drawings and Specifications.

D. Contractor shall fit Work airtight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces. Contractor shall conform to all Code requirements for penetrations or the Detailed Scope(s) of Work, Drawings and Specifications, whichever calls for a higher quality or more thorough requirement. Contractor shall maintain integrity of both rated and non-rated fire walls, ceilings, floors, etc.

E. Contractor shall restore Work which has been cut or removed. Contractor shall install new products to provide completed Work in accordance with requirements of the Contract Documents and as required to match surrounding areas and surfaces.

F. Contractor shall refinish all continuous surfaces to nearest intersection as necessary to match the existing finish to any new finish.

END OF DOCUMENT

DOCUMENT 01 74 19
CONSTRUCTION WASTE MANAGEMENT

PART 1 – GENERAL

1.01 SUMMARY

A. This section specifies the requirements for the diversion of demolition (non-hazardous) and construction debris from landfill and submittal of the Waste Management Plan.

B. Performance Requirement: Divert a **minimum of 65% of construction and demolition (non-hazardous) debris from landfill.**

C. Performance Requirement for Excavated Soil and Land Clearing Debris: **100% of trees, stumps, rocks and associated vegetation and soils** resulting primarily from land clearing shall be reused or recycled.

D. Performance Requirement for projects required to achieve LEED certification: Divert material as required to achieve credit points sought on project:

1. Minimum of 65% with three material streams (1 point)

2. Minimum of 75% with four material streams (2 points)

1.03 DEFINITIONS

A. "Conversion Rate" means the rate set forth in the standardized Conversion Rate Table approved by the County of Alameda for use in estimating the weight of materials identified in the Waste Management Plan.

B. "Divert" means to use material for any purpose other than disposal in a landfill or transfer facility.

C. "Good faith" shall be as defined by law.

D. "Hauler" means the entity who transports construction and demolition debris to either a landfill or a recycling service.

E. “LEED” means Leadership in Energy and Environmental Design and is a rating system developed by the U.S. Green Building Council to identify, implement and measure sustainable design factors for buildings.

F. “Material Stream” means the flow of materials coming from a job site into markets for building materials. A stream can be either: (1) a specific material category that is diverted in a specific way; or (2) a mixture of several material categories that are diverted in a specific way.

G. "Recycling Service" means an off-site service that provides processing of material and diversion from landfill.

H. "RE:Source" is an online guide for reuse, repair and recycling. It is maintained by StopWaste.Org and can be accessed at www.StopWaste.Org or https://resource.stopwaste.org/.

I. "Waste Management Plan" means a waste management plan required under this contract that is used to track and report the disposal of all construction debris generated on this project.

J. "WasteTracking.com powered by Green Halo Systems" is the web based system required for use in developing a waste management plan, uploading recycling data throughout the construction process and submitting the final report demonstrating the project compliance online. More information about WasteTracking.com powered by Green Halo Systems is available by visiting them online at https://www.greenhalosystems.com/ or calling (888) 525-1301.

K. "Universal Waste" are hazardous wastes that are widely produced by households and many different types of businesses. Universal wastes include televisions, computers and other electronic devices as well as batteries, fluorescent lamps, mercury thermostats, and other mercury containing equipment, among others. Any unwanted item that falls within one of these waste streams can be handled, transported and recycled following the requirements set forth in the universal waste regulations (UWR) (Cal. Code Regs, tit. 22, div. 4.5, ch. 23).

1.04 QUALITY ASSURANCE

A. The Contractor shall obtain all special permits and licenses and meet all special requirements for performance and completion of the work of this section.

B. Regulatory requirements

1. Approval of the Waste Management Plan and Waste Management Table using the WasteTracking.com powered by Green Halo Systems by the County's Representative is required before beginning construction or demolition.

C. Recycling service company qualifications – Submit certification for recycling services listed in the approved Waste Management Plan that accepted waste will be diverted from landfill. Certification shall be demonstrated in one of the following ways:

1. Recycling service is listed in the Green Halo System as an approved recycler for Alameda County projects; or

2. Recycling service is listed within the Re:Source guide maintained by StopWaste.Org. and found at https://resource.stopwaste.org/; or

3. If not listed as described in items 1 and 2 above, submit certification in writing from any recycling services that verifies accepted waste will be diverted from landfill.

1.05 SUBMITTALS

A. Submit specified Waste Management Plan to indicate how waste will be diverted from landfills. Include procedures and schedule for debris disposal. Submittal shall be made using WasteTracking.com powered by Green Halo Systems using the following URL: ACGSA.WasteTracking.com. Submittal is required **within 7 calendar days after receipt of Notice to Proceed**; and

B. Submit written documentation from recycling services that are not listed in the WasteTracking.com powered by Green Halo Systems or the Stopwaste.Org RE:Source onling guide identifying where the construction and demolition material is taken, what method or process is being used to recycle the material, and identifying applicable state and local permits held by the recycling service provider and recycling facility; and

C. Submit completed Waste Management Plan to report on the means of disposal of waste generated from project at the following project milestones:

1. **Fifty percent (50%) progress payment**; and

2. **One hundred percent (100%) construction complete**. County approval of final Waste Management Plan is required before full release of retention.

1.06 WASTE MANAGEMENT PLAN

A. Plan Development: Using the website ACGSA.WasteTracking.com develop a plan for diverting the specified percentage of construction debris from landfill. The plan shall include the following:

1. Submit **within 7-calendar days after receipt of Notice to Proceed.**

2. Propose means and methods for collecting and separating each type of debris deemed reusable or recyclable.

3. Identify the off-site recycling service and hauler of each designated debris item, who has agreed to accept and divert that item from landfill, in the proposed quantities anticipated. Schedule each item and list off-site recycling service and hauler company name, telephone number, address, and person contacted.

4. Include a "good faith" estimate of each type of construction waste that would be generated if no diversion methods were implemented. Submit with calculations based upon weight or volume of each. The following items are subject to the "good faith" estimate and diversion requirement:

a. Asphalt & Concrete
b. Brick/Masonry/Tiles
c. Building Materials (doors, windows, fixtures, etc.)
d. Cardboard and other paper products
e. Carpet/Carpet Padding/Foam
f. Ceiling Tiles (acoustic)
g. Drywall
h. Electrical Components (light fixtures, cables, etc)
i. Film Plastic & Expanded Foam blocks

j. Landscape Debris (plant & tree trimmings)
k. Mechanical Debris (ducts, controls, plumbing fixtures, etc)
l. Scrap Metal
m. Unpainted Wood and Pallets
n. Other (painted wood & drywall, roofing, etc)
o. Mixed C&D (defined as a mixture of three or more materials from construction or demolition sites that will be taken to a “qualified” facility for recycling.)
p. Trash/garbage
q. Universal Waste (may not be disposed of in landfill or comingled for recycling with other construction debris)

5. Construction waste quantities entered in volume will be converted automatically using the defined Conversion Rate approved by Alameda County that is integrated into WasteTracking.com powered by Green Halo Systems.

B. Plan Implementation

1. Contractor shall do all of the following:
   a. Retain a copy of, and upload into WasteTracking.com powered by Green Halo Systems, all weight tickets, copies of receipts and invoices and any other documentation related to the reuse, recycling, and disposal of generated waste/debris from demolition and construction activities; and

   b. Maintain a log of each load of each category item diverted from landfill. Log in separately debris sent to a Class III landfill and materials sent to recycling facilities.

      1) Include in log: type of load, load weight, name of hauling service, name of recycling service or landfill, and date accepted by recycling service or by landfill.

      2) County reserves the right to audit the log at any time. Contractor shall retain and provide to the County all weight tickets, copies of receipts and invoices and any other documentation related to the disposal or recycling of generated waste/debris from demolition and construction activities.

   c. Units of measure: Use same units as stated in the approved plan "good faith" estimate of construction waste that would be generated if no remedial methods were implemented.

2. Material handling

   a. Separation facilities

      1) Designate a specific on site area or areas to facilitate separation of materials for potential reuse, salvage, recycling, and return.

2) Keep waste bins and pile areas neat and clean. Clearly mark bins for each category of waste. Do not co-mingle non-recyclable waste with materials designated for reuse or recycling.

b. Environmental controls during handling, storage, or transport: Do not permit designated materials to become contaminated or to contaminate site or surrounding areas.

3. Training and coordination

a. Provide access and training as needed to subcontractors to the online construction and demolition debris waste management tool Green Halo Systems for the purposes of input of waste management information.

b. Furnish copies of the Waste Management Plan to all on-site supervisors, each subcontractor, and the County.

c. Instruction: Provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to be used by all entities at the appropriate stages of the Project.

d. Meetings: Include construction waste management on the agenda of meetings. At a minimum, discuss waste management goals and issues at the following meetings:
1) Pre-bid meetings.
2) Pre-construction meeting.
3) Regularly scheduled job-site meetings.

PART 2 - PRODUCTS

2.01 MATERIALS, EQUIPMENT AND FACILITIES

Furnish all materials, tools, equipment, devices, appurtenances, facilities, and services required for performing waste management of debris covered under this Section.

PART 3 - EXECUTION

3.01 EXAMINATION AND PREPARATION

A. Set up and maintain in good standing a project account with WasteTracking.com powered by Green Halo Systems using the website ACGSA.WasteTracking.com to be used exclusively for this project to develop a waste management plan, upload all reuse, recycling and waste disposal data throughout the construction process, and submit the final online report demonstrating project compliance.

B. Perform as required in the approved Waste Management Plan.

3.02 DISPOSAL OF DEBRIS

A. Dispose of waste, trash and debris in a safe, acceptable manner, in accordance with applicable laws and ordinances and as prescribed by authorities having jurisdiction. **Burying of trash and debris on the site is strictly prohibited.**

B. Remove demolished materials from site as work progresses. Remove debris from the site so that its presence will not delay the progress of the work.

C. Debris shall be the property of the Contractor and shall be removed and disposed of in a legal manner off the County's property in accordance with the approved Waste Management Plan described herein. Location of recycling facility or landfill site and length of haul shall be the Contractor's responsibility.

END OF DOCUMENT

DOCUMENT 01 76 00

PROTECTING INSTALLED CONSTRUCTION

PART 1 – GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions;

B. Special Conditions.

PART 2 - PRODUCTS

2.01 PRODUCTS FOR PATCHING AND EXTENDING WORK:

A. New Materials: As specified in the Contract Documents including, without limitation, in the Specifications, Contractor shall match existing products, conditions, and work for patching and extending work.

B. Type and Quality of Existing Products: Contractor shall determine by inspection, by testing products where necessary, by referring to existing conditions and to the Work as a standard.

PART 3 - EXECUTION

3.01 EXAMINATION:

A. Contractor shall verify that demolition is complete and that areas are ready for installation of new Work.

B. By beginning restoration Work, Contract or acknowledges and accepts the existing conditions.

3.02 PREPARATION:

A. Contractor shall cut, move, or remove items as necessary for access to alterations and renovation Work. Contractor shall replace and restore these at completion.

B. Contractor shall remove unsuitable material not as salvage unless otherwise indicated in the Contract Documents. Unsuitable material may include, without limitation, rotted wood, corroded metals, and deteriorated masonry and concrete. Contractor shall replace materials as specified for finished Work.

C. Contractor shall remove debris and abandoned items from all areas of the Site and from concealed spaces.

D. Contractor shall prepare surface and remove surface finishes to provide for proper installation of new Work and finishes.

E. Contractor shall close openings in exterior surfaces to protect existing work from weather and extremes of temperature and humidity. Contractor shall insulate ductwork and piping to prevent condensation in exposed areas. Contractor shall insulate building cavities for thermal and/or acoustical protection, as detailed.

3.03 INSTALLATION:

A. Contractor shall coordinate Work of all alternations and renovations to expedite completion and to accommodate County occupancy.

B. Designated Areas and Finishes: Contractor shall complete all installations in all respects, including operational, mechanical work and electrical work.

C. Contractor shall remove, cut, and patch Work in a manner to minimize damage and to provide a means of restoring Products and finishes to original or specified condition.

D. Contractor shall refinish visible existing surfaces to remain in renovated rooms and spaces, to specified condition for each material, with a neat transition to adjacent finishes.

E. Contractor shall install products as specified in the Contract Documents, including without limitation, the Specifications.

3.04 TRANSITIONS:

A. Where new Work abuts or aligns with existing, Contractor shall perform a smooth and even transition. Patched Work must match existing adjacent work in texture and appearance.

B. When finished surfaces are cut so that a smooth transition with new Work is not possible, Contractor shall terminate existing surface along a straight line at a natural line of division and make a recommendation for resolution to the County and the Architect for review and approval.

3.05 ADJUSTMENTS:

A. Where removal of partitions or walls results in adjacent spaces becoming one, Contractor shall rework floors, walls, and ceilings to a smooth plane without breaks, steps, or bulkheads.

B. Where a change of plane of 1/4 inch or more occurs, Contractor shall submit a recommendation for providing a smooth transition to the County and the Architect for review and approval.

C. Contractor shall trim existing doors as necessary to clear new floor finish and refinish trim as required.

D. Contractor shall fit Work at penetrations of surfaces.

3.06 REPAIR OF DAMAGED SURFACES:

A. Contractor shall patch or replace portions of existing surfaces which are damaged, lifted, discolored, or showing other imperfections.

B. Contractor shall repair substrate prior to patching finish.

3.07 CULTIVATED AREAS AND OTHER SURFACE IMPROVEMENTS:

A. Cultivated or planted areas and other surface improvements which are damaged by actions of the Contractor shall be restored by Contractor to their original condition or better, where indicated.

B. Contractor shall protect and replace, if damaged, all existing guard posts, barricades, and fences.

C. Contractor shall give special attention to avoid damaging or killing trees, bushes and/or shrubs on the Premises and/or identified the Contract Documents, including without limitation, the Drawings.

3.08 FINISHES:

A. Contractor shall finish surfaces as specified in the Contract Documents, including without limitations, the provisions of all Divisions of the Specifications.

B. Contractor shall finish patches to produce uniform finish and texture over entire area. When finish cannot be matched, Contractor shall refinish entire surface to nearest intersections.

3.09 CLEANING:

A. Contractor shall continually clean the Site and the Premises as indicated in the Contract Documents, including without limitation, the provisions in the General Conditions and the Specifications regarding cleaning.

END OF DOCUMENT

DOCUMENT 01 77 00

CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions, including, without limitation, Completion of Work;

B. Special Conditions;

C. Construction Facilities and Temporary Controls.

1.02 CLOSEOUT PROCEDURES

Contractor shall comply with all closeout provisions as indicated in the General Conditions.

1.03 FINAL CLEANING

A. Contractor shall execute final cleaning prior to final inspection.

B. Contractor shall clean interior and exterior glass and surfaces exposed to view; remove temporary labels, tape, stains, and foreign substances, polish transparent and glossy surfaces, wax and polish new vinyl floor surfaces, vacuum carpeted and soft surfaces.

C. Contractor shall clean equipment and fixtures to a sanitary condition.

D. Contractor shall replace filters of operating equipment.

E. Contractor shall clean debris from roofs, gutters, down spouts, and drainage systems.

F. Contractor shall clean Site, sweep paved areas, and rake clean landscaped surfaces.

G. Contractor shall remove waste and surplus materials, rubbish, and construction facilities from the Site.

1.04 ADJUSTING

A. Contractor shall adjust operating products and equipment to ensure smooth and unhindered operation.

B. Record Documents and Shop Drawings: Contractor shall legibly mark each item to record actual construction, including:

(1) Measured depths of foundations in relation to finish floor datum.

(2) Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.

(3) Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.

(4) Field changes of dimension and detail.

(5) Details not on original Contract Drawings.

(6) Changes made by modification(s).

(7) References to related Shop Drawings and modifications.

C. County will provide one set of reproducible drawings to Contractor.

D. Contractor shall submit all required documents to County and/or Architect prior to or with its final Application for Payment.

1.06 INSTRUCTION OF COUNTY PERSONNEL:

A. Before final inspection, at agreed upon times, Contractor shall instruct County's designated personnel in operation, adjustment, and maintenance of products, equipment, and systems.

B. For equipment requiring seasonal operation, Contractor shall perform instructions for other seasons within six months.

C. Contractor shall use operation and maintenance manuals as basis for instruction. Contractor shall review contents of manual with personnel in detail to explain all aspects of operation and maintenance.

D. Contractor shall prepare and insert additional data in Operation and Maintenance Manual when need for such data becomes apparent during instruction.

E. Contractor shall use operation and maintenance manuals as basis for instruction. Contractor shall review contents of manual with personnel in detail to explain all aspects of operation and maintenance.

1.07 SPARE PARTS AND MAINTENANCE MATERIALS:

A. Contractor shall provide products, spare parts, maintenance, and extra materials in quantities specified in the Specifications and in Manufacturer's recommendations.

B. Contractor shall provide County all required Operation and Maintenance Data.

PART 2 – PRODUCTS Not used.

PART 3 – EXECUTION Not used.

END OF DOCUMENT

DOCUMENT 01 78 23

OPERATION AND MAINTENANCE INSTRUCTIONS

PART 1 – GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions, including, without limitation, Completion of the Work;

B. Special Conditions.

1.02 QUALITY ASSURANCE:

A. Contractor shall prepare instructions and data by personnel experienced in maintenance and operation of described products.

1.03 FORMAT:

A. Contractor shall prepare data in the form of an instructional manual entitled “OPERATIONS AND MAINTENANCE MANUAL & INSTRUCTIONS” (“Manual”).

B. Binders: Contractor shall use commercial quality, 8-1/2 by 11 inch, three-side rings, with durable plastic covers; two inch maximum ring size. When multiple binders are used, Contractor shall correlate data into related consistent groupings.

C. Cover: Contractor shall identify each binder with typed or printed title "OPERATION AND MAINTENANCE MANUAL & INSTRUCTIONS"; and shall list title of Project and identify subject matter of contents.

D. Contractor shall arrange content by systems process flow under section numbers and sequence of Table of Contents of the Contract Documents.

E. Contractor shall provide tabbed fly leaf for each separate product and system, with typed description of product and major component parts of equipment.

F. Text: The content shall include Manufacturer's printed data, or typewritten data on 24 pound paper.

G. Drawings: Contractor shall provide with reinforced punched binder tab and shall bind in with text; folding larger drawings to size of text pages.

1.04 CONTENTS, EACH VOLUME:

A. Table of Contents: Contractor shall provide title of Project; names, addresses, and telephone numbers of the Architect, any engineers, subconsultants, Subcontractor(s), and Contractor with name of responsible parties; and schedule of products and systems, indexed to content of the volume.

B. For Each Product or System: Contractor shall list names, addresses, and telephone numbers of Subcontractor(s) and suppliers, including local source of supplies and replacement parts.

C. Product Data: Contractor shall mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.

D. Drawings: Contractor shall supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Contractor shall not use Project Record Documents as maintenance drawings.

E. Text: The Contractor shall include any and all information as required to supplement product data. Contractor shall provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

F. Warranties and Bonds: Contractor shall bind in one copy of each.

1.05 MANUAL FOR MATERIALS AND FINISHES:

A. Building Products, Applied Materials, and Finishes: Contractor shall include product data, with catalog number, size, composition, and color and texture designations. Contractor shall provide information for re-ordering custom manufactured products.

B. Instructions for Care and Maintenance: Contractor shall include Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.

C. Moisture Protection and Weather Exposed Products: Contractor shall include product data listing applicable reference standards, chemical composition, and details of installation. Contractor shall provide recommendations for inspections, maintenance, and repair.

D. Additional Requirements: Contractor shall include all additional requirements as specified in the Specifications.

E. Contractor shall provide a listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

1.06 MANUAL FOR EQUIPMENT AND SYSTEMS:

A. Each Item of Equipment and Each System: Contractor shall include description of unit or system, and component parts and identify function, normal operating characteristics, and limiting conditions. Contractor shall include performance curves, with engineering data and tests, and complete nomenclature, and commercial number of replaceable parts.

B. Panelboard Circuit Directories: Contractor shall provide electrical service characteristics, controls, and communications.

C. Contractor shall include color coded wiring diagrams as installed.

D. Operating Procedures: Contractor shall include start-up, break-in, and routine normal operating instructions and sequences. Contractor shall include regulation, control, stopping, shut-down, and emergency instructions. Contractor shall include summer, winter, and any special operating instructions.

E. Maintenance Requirements: Contractor shall include routine procedures and guide for trouble-shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.

F. Contractor shall provide servicing and lubrication schedule, and list of lubricants required.

G. Contractor shall include manufacturer's printed operation and maintenance instructions.

H. Contractor shall include sequence of operation by controls manufacturer.

I. Contractor shall provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.

J. Contractor shall provide control diagrams by controls manufacturer as installed.

K. Contractor shall provide Contractor's coordination drawings, with color coded piping diagrams as installed.

L. Contractor shall provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.

M. Contractor shall provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.

N. Additional Requirements: Contractor shall include all additional requirements as specified in Specification(s).

O. Contractor shall provide a listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

1.08 SUBMITTAL:

A. Contractor shall submit to the County for review two (2) copies of preliminary draft or proposed formats and outlines of the contents of the Manual within thirty (30) days of Contractor's start of Work.

B. For equipment, or component parts of equipment put into service during construction and to be operated by County, Contractor shall submit draft content for that portion of the Manual within ten (10) days after acceptance of that equipment or component.

C. Contractor shall submit two (2) copies of a complete Manual in final form prior to final Application for Payment. Copy will be returned with Architect/Engineer comments. Contractor must revise the content of the Manual as required by County prior to County's approval of Contractor's final Application for Payment.

D. Contractor must submit two (2) copies of revised Manual in final form within ten (10) days after final inspection.

END OF DOCUMENT

DOCUMENT 01 78 36

WARRANTIES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions, including, without limitation, Warranty/Guarantee Information;

B. Special Conditions.

1.02 FORMAT

A. Binders: Contractor shall use commercial quality, 8-1/2 by 11 inch, three-side rings, with durable plastic covers; two inch maximum ring size.

B. Cover: Contractor shall identify each binder with typed or printed title "WARRANTIES" and shall list title of Project.

C. Table of Contents: Contractor shall provide title of Project; name, address, and telephone number of Contractor and equipment supplier, and name of responsible principal. Contractor shall identify each item with the number and title of the specific Specification, document, provision, or section in which the name of the product or work item is specified.

D. Contractor shall separate each warranty with index tab sheets keyed to the Table of Contents listing, providing full information and using separate typed sheets as necessary. Contractor shall list each applicable and/or responsible subcontractor(s), supplier(s), and/or manufacturer(s), with name, address, and telephone number of each responsible principal(s).

1.03 PREPARATION:

A. Contractor shall obtain warranties, executed in duplicate by each applicable and/or responsible subcontractor(s), supplier(s), and manufacturer(s), within ten (10) days after completion of the applicable item or work. Except for items put into use with County's permission, Contractor shall leave date of beginning of time of warranty until the date of completion is determined.

B. Contractor shall verify that documents are in proper form, contain full information, and are notarized, when required.

C. Contractor shall co-execute submittals when required.

D. Contractor shall retain warranties until time specified for submittal.

1.04 TIME OF SUBMITTALS:

A. For equipment or component parts of equipment put into service during construction with County's permission, Contractor shall submit a draft warranty for that equipment or component within ten (10) days after acceptance of that equipment or component.

B. Contractor shall submit for County approval all warranties and related documents within ten (10) days after date of completion. Contractor must revise the warranties as required by the County prior to County's approval of Contractor's final Application for Payment.

C. For items of work delayed beyond date of completion, provide updated submittal within ten days after acceptance, listing the date of acceptance as start of warranty period.

END OF DOCUMENT

DOCUMENT 01 78 39

PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions, including, without limitation, Documents on Work;

B. Special Conditions.

PART 2 - RECORD DRAWINGS

2.01 GENERAL:

A. As indicated in the Contract Documents, the County will provide Contractor with one set of reproducible (mylars) plans of the original Contract Drawings.

B. Contractor shall maintain at each Project Site one set Project Record Drawings (“As-Builts”) and each month, or as otherwise agreed, shall transfer all changes and information to As-Built AutoCAD files. Contractor shall submit to the Project County the As-Built AutoCAD files showing all changes incorporated into the Work since the preceding monthly submittal. The Record Drawings shall be available at the Project Site. The Contractor shall submit As-Built AutoCAD files at the conclusion of the Project following.

C. Label and date each Record Drawing "RECORD DOCUMENT" in legibly printed letters.

D. All deviations in construction, including but not limited to pipe and conduit locations and deviations caused by without limitation Supplemental Job Orders, Construction Claim Directives, RFI’s, and Addenda, shall be accurately and legibly recorded by Contractor.

E. Locations and changes shall be done by Contractor in a neat and legible manner and, where applicable, indicated by drawing a "cloud" around the changed or additional information.

2.02 RECORD DRAWING INFORMATION:

A. Contractor shall record the following information:

(1) Locations of Work buried under or outside each building, including, without limitation, all utilities, plumbing and electrical lines, and conduits.

(2) Actual numbering of each electrical circuit.

(3) Locations of significant Work concealed inside each building whose general locations are changed from those shown on the Contract Drawings.

(4) Locations of all items, not necessarily concealed, which vary from the Contract Documents.

(5) Installed location of all cathodic protection anodes.

(6) Deviations from the sizes, locations, and other features of installations shown in the Contract Documents.

(7) Locations of underground work, points of connection with existing utilities, changes in direction, valves, manholes, catch basins, capped stub-outs, invert elevations, etc.

(8) Sufficient information to locate Work concealed in each building with reasonable ease and accuracy. In some instances, this may be by dimension, in others, it may be in relation to the spaces in the building near which it was installed.

B. Contractor shall provide additional drawings as necessary for clarification.

C. Contractor shall provide reproducible record drawings, made from final Shop Drawings marked "No Exceptions Taken" or "Approved as Noted."

PART 3 - RECORD SPECIFICATIONS

3.01 GENERAL:

A. Contractor shall mark each section legibly to record manufacturer, trade name, catalog number, and supplier of each Product and item of equipment actually installed.

PART 4 - MAINTENANCE OF RECORD DOCUMENTS

4.01 GENERAL

A. Contractor shall store Record Documents apart from documents used for construction:

(1) Provide files and racks for storage of Record Documents.

(2) Maintain Record Documents in a clean, dry, legible condition and in good order.

B. Do not use Record Documents for construction purposes.

END OF DOCUMENT

DOCUMENT 26 51 13

INTERIOR LIGHTING FIXTURES, LAMPS, AND BALLASTS

PRODUCT MINIMUM REQUIREMENTS

Equipment must meet the requirements listed below. Equipment must be installed in a manner that delivers the expected savings while maintaining the appropriate lighting levels.

Linear Fluorescent Electronic Ballasts

Standard output ballasts must have a ballast factor of 0.87 - 0.89.
Reduced output ballasts must have a ballast factor of 0. 77 - 0.78
Catalog or reference output must have a ballast factor of 0.95 – 1.05.
High output ballasts must have a ballast factor of 1.15-1.20.

Linear fluorescent retrofit measures with T8 lamps must have “extra-efficient” ballasts from the following list of manufacturers and brand names:

- Advance Optanium **instant** start

Linear Fluorescent Lamps

1. All new 2-foot fluorescent lamps used in fixtures shall be F17T8 (when required).
3. All new 4-foot fluorescent lamps used in fixtures shall be F32T8 (Preferred).

Linear fluorescent lamps must be “premium” quality, meaning that they must have the following characteristics

- A minimum rated life (at 3-hour start rating) of 24,000 hours with instant start ballasts.
- Lamps must have a CRI between 80 and 86.
- Lamps must have color temperature **5000K**
- 4-foot Lamps must have an initial (catalog) lumen output ≥ 3000 lumens.
- Lamps must carry a three-year parts warranty.
- Lamps shall be designated as “low mercury content,” with < 6 mg of mercury per 4-foot lamp.

4. Model numbers for the T-8 lamps shall be as follows:

Material	Product
2 foot T-8 Lamps (when required)	Philips F17T8/ADV850/ALTO
3 foot T-8 Lamps (by acceptation only)	Philips F25T8/ADV850/ALTO
4 foot T-8 Lamps (Preferred)	Philips Advantage – F32T8/ADV850/ALTO

SAMPLE

New Recessed Troffer Fixture

New 2' X 4' recessed troffer fixture should feature two lamps Direct/Indirect and be Lithonia model Avante (Model # 2AV-G-S-32-MDR-MVOLT-GEB101S.) Specify fixture with **5000K** lamps (see above). One or three lamp fixtures are acceptable if needed, based on lighting levels required. The County's acceptable desktop light level for workspaces is above 30 Foot-candles (maintained). All new fixtures need to include quick disconnects to meet current NEC codes.

High Bay Fluorescent Fixtures

New indoor high bay Fluorescent fixtures should be Precision Fluorescent model OHEE-PC-6-6L32-UL2-HP-PS-M4-C8 or equivalent
New outdoor high bay Fluorescent fixtures should be Precision Fluorescent model GCR-6-6L32-UL2-HP-IS-M4-CA or equivalent

New Hooded Industrial Fixture

New 4-foot hooded industrial fixture should be Precision Fluorescent model STI-1-1X4-2L32-UL1-IS-HP-WA or equivalent.
New 8-foot hooded industrial fixture should be Precision Fluorescent model STI-1-1X8-4L32-UL1-IS-HP-PC or equivalent.

New Strip Fixture for Parking Garages

New strip fixtures should have a wire cage and be Precision Fluorescent Model STS-2-1X8-4L32-UL1-IS-LP-WG-WA or equivalent.

New Seal-tite Fixture

New seal-tite fixture should be Precision Fluorescent model VPT-2-1X8-4L32-UL1-STD-WA or equivalent.

New Wrap Fixture

New 2-foot wrap fixtures should be Precision Fluorescent model SWR-2-1X2-2L17-UL1-STD-IS-WA or equivalent.
New 4-foot wrap fixtures should be Precision Fluorescent model SWR-2-1X4-2L32-UL1-LP-IS-WA or equivalent.
New 8-foot wrap should be Precision Fluorescent model STS-2-1X8-4L32-UL1-IS-LP-WG-WA or equivalent

Strip Kits

8 foot strip kits should be Precision Fluorescent model UTM-BC-1-1X8-2L32-UL1-HP-IS-WA or equivalent
3 foot strip kits should be Precision Fluorescent model UTM-BC-1-1X3-2L25-UL1-LP-IS-WA or equivalent

Lenses

Lenses shall be made from clear prismatic, acrylic material of 0.125" thickness (A12). Wrap-around lenses must be sized and contoured to be similar to factory-supplied lenses in appearance. Flat lenses must be cut evenly and sized properly so they can be installed in a secure manner.

SAMPLE

Reflectors

Retrofit reflectors and reflector kits must be constructed of steel or aluminum and white powder coat finish with a total reflectivity ≥ 91%.

Unacceptable Indoor Fixtures

U-tube fixtures, two-pin compact fluorescent lamps, 3-foot fluorescent lamps, parabolic lenses, incandescent lamps, HID lamps, and 8' fluorescent lamps are not acceptable in interior spaces at County facilities.

END OF DOCUMENT

SAMPLE

License and User Agreement

This Click-Through Agreement (the "Agreement") contains the terms and conditions upon which The Gordian Group, Inc., a Georgia corporation ("Gordian") grants to you ("Licensee") a limited license to perform your obligations pursuant to the Client Contract (as defined below). Please read this Agreement carefully. By clicking "I Accept", you acknowledge that you have read and accept the terms and conditions of this Agreement in its entirety.

IF YOU ARE ENTERING INTO THIS AGREEMENT WITHIN THE SCOPE OF YOUR EMPLOYMENT OR IN CONNECTION WITH YOUR ENGAGEMENT AS AN INDEPENDENT CONTRACTOR, THEN THE TERM "LICENSEE" INCLUDES YOUR EMPLOYER OR PRINCIPAL CONTRACTOR, AS APPLICABLE, AND YOU WARRANT AND REPRESENT TO GORDIAN THAT YOU ARE AUTHORIZED TO ACCEPT THIS AGREEMENT ON SUCH EMPLOYER'S OR PRINCIPAL CONTRACTOR'S BEHALF.

WHEREAS, pursuant to the terms and conditions of a contract between Gordian and one or more mutual clients of Gordian and Licensee that has contracted with Licensee for construction services ("Client Contract"), Gordian has agreed to provide Licensee with a limited license to Gordian's Job Order Contracting system ("JOC System"), and

NOW, THEREFORE, Gordian and Licensee agree to the terms and conditions of the following:

Gordian hereby grants to Licensee, and Licensee hereby accepts from Gordian for the term of the Client Contract, a non-exclusive and nontransferable right, privilege, and license to Gordian's proprietary JOC System and other related proprietary materials (collectively referred to as "Proprietary Information") to be used for the sole purpose of executing the Licensee's responsibilities under the Client Contract for which Licensee is utilizing the JOC system ("Limited Purpose"). Licensee hereby agrees that the Proprietary Information shall include, but is not limited to, Gordian's EGordian JOC information management applications and support documentation, Construction Task Catalog® and any construction cost data and copyrighted materials contained therein, training materials, and any other proprietary materials provided to Licensee by Gordian either electronically or through an alternative means of delivery. In the event the applicable Client Contract expires or terminates, this JOC System License shall terminate and Licensee shall return all Proprietary Information in its possession to Gordian.

Licensee acknowledges that Gordian shall retain exclusive ownership of all proprietary rights to the Proprietary Information, including all U.S. and international intellectual property and other rights such as patents, trademarks, copyrights and trade secrets. Licensee shall have no right or interest in any portion of the Proprietary Information except the right to use the Proprietary Information for the Limited Purpose set forth herein. Except in furtherance of the Limited Purpose, Contractor shall not distribute, disclose, copy, reproduce, display, publish, transmit, assign, sublicense, transfer, provide access to, use or sell, directly or indirectly (including in electronic form), any portion of the Proprietary Information.

Licensee hereby agrees to pay Gordian a license fee of equal to the greater of either: 1) 1% of the value of work procured from Licensee by Client ("Contractor License Fee"); or the applicable license fee assessed to the Contractor as otherwise set forth and agreed to by Licensee in the Client Contract. Licensee further agrees to remit the Contractor License Fee to Gordian within thirty (30) days of Licensee's receipt of a Job Order, Purchase Order or other similar purchasing document pursuant to the Licensee Contract. Licensee shall make payments payable to The Gordian Group, Inc. and shall mail the payments to P.O. Box 751959, Charlotte, NC 28275-1959. All payments received after the due date set forth above will incur a late payment charge from such due date until paid at a rate of 1.5% per month.

Either party may terminate this Agreement in the event of: (1) any breach of a material term of this Agreement by the other party which is not remedied within ten (10) days after written notice to the breaching party; or (2) the other party's making an assignment for the benefit of its creditors, or the filing by or against such party of a petition under any bankruptcy or insolvency law, which is not discharged within thirty (30) days of such filing.

Licensee acknowledges and agrees to respect the copyrights, trademarks, trade secrets, and other proprietary rights of Gordian in the Proprietary Information during and after the term of this Agreement, and

shall at all times maintain complete confidentiality with regard to the Proprietary Information provided to Licensee, subject to federal, state and local laws related to public disclosure. Licensee further acknowledges that a breach of any of the terms of this Agreement by Licensee will result in irreparable harm to Gordian for which monetary damages would be an inadequate remedy, and Gordian shall be entitled to injunctive relief (without the necessity of posting a bond) as well as all other monetary remedies available at law or in equity. In the event that it becomes necessary for either party to enforce the provisions of this Agreement or to obtain redress for the breach or violation of any of its provisions, including nonpayment of any Contractor License Fees owed, whether by litigation, arbitration or other proceedings, the prevailing party shall be entitled to recover from the other party all costs and expenses associated with such proceedings, including reasonable attorney's fees.

This Agreement shall be construed under the laws of the State of South Carolina without regard to choice of law principles. Both parties irrevocably consent to the jurisdiction and venue of the federal and state courts located in the State of South Carolina for purposes of any action brought in connection with this Agreement or use of the Proprietary Information.

The parties agree that in the event of a conflict in terms and conditions between this Agreement and any other terms and conditions of the Client Contract, or any Job Order, Purchase Order or similar purchasing document issued to Licensee as it relates to the terms set forth herein, this Agreement shall take precedence.

Alameda County General Services Agency **PROJECT#** _____

PROJECT NAME and JOC Number **MASTER CONTRACT ID #** _____

ECOP FORM 101A

COUNTY OF ALAMEDA
ENHANCED CONSTRUCTION OUTREACH PROGRAM (ECOP)
M/WBE SUBCONTRACTOR PARTICIPATION INFORMATION**

Price Proposal Submission Date _____ Job Order # _____

Contractor _____ Project Name _____

Address _____

Completed by _____ (Telephone) _____

Name of M/WBE Subcontractor	M/WBE Location (City)	Certified By*	Certification File Number	Description of Work	MBE (X)	WBE (X)	Dollar Value of Contract**	Percent
				15% Goal -TOTAL MBE PARTICIPATION				
				5% Goal -TOTAL WBE PARTICIPATION				

This form is required to provide M/WBE information for the project specified above. Copy this form as needed to list additional M/WBEs.
* M/WBE must have current and valid certification from acceptable agencies identified in Section 3.2 on the date of Subcontractor Listing. **Attach M/WBE certifications to this form.**

THIS FORM MUST BE SUBMITTED WITH THE CONTRACTOR'S JOB ORDER PROPOSAL PACKAGE TO THE GENERAL SERVICES AGENCY, BMD ADMINISTRATION BLDG., 2054 FAIRMONT DRIVE, SAN LEANDRO, CALIFORNIA 94578

Prime Contractor Signature: Date:

SAMPLE

Alameda County General Services Agency **PROJECT#** _____

PROJECT NAME and JOC Number **MASTER CONTRACT ID #** _____

ECOP FORM 101B

COUNTY OF ALAMEDA
ENHANCED CONSTRUCTION OUTREACH PROGRAM (ECOP)
S/LBE * PARTICIPATION INFORMATION

Price Proposal Submission Date _____ Job Order # _____

Contractor _____ Project Name _____

Address _____

Completed by _____ (Telephone) _____

Name of S/LBE Subcontractor	S/LBE Location (City)	Certified By*	SLBE Certification No	Description of Work	SBE (X)	LBE (X)	Dollar Value of Contract**	Percent
				60% GOAL - TOTAL LBE PARTICIPATION				
				20% GOAL - TOTAL SBE PARTICIPATION				

This form is required to provide S/LBE information for the project specified above. Copy this form as needed to list additional S/LBEs.

*SBE must have current and valid certification from acceptable agencies identified in Section 3.5 on the date of Subcontractor Listing. LBEs must meet the Local definition in Section 3.1. **Attach Copy of all certifications and current and valid business license issued by the County or a city within the County.**

THIS FORM MUST BE SUBMITTED WITH THE CONTRACTOR'S JOB ORDER PROPOSAL PACKAGE TO THE GENERAL SERVICES AGENCY, BMD ADMINISTRATION BLDG., 2054 FAIRMONT DRIVE, SAN LEANDRO, CALIFORNIA 94578

Prime Contractor Signature: Date:

SAMPLE

Alameda County General Services Agency **PROJECT#** _____

PROJECT NAME and JOC Number **MASTER CONTRACT ID #** _____

ECOP 102A

COUNTY OF ALAMEDA
ENHANCED CONSTRUCTION OUTREACH PROGRAM (ECOP)
SUBCONTRACTOR INFORMATION

Project Name _____ Contract Number _____

Contractor _____ Estimated Start Date _____

Address _____ Estimated Completion Date _____

_____ Contractor's License Number _____

Telephone _____ Payroll Clerk/Office Manager _____

LIST BELOW ALL SUBCONTRACTORS FOR THE ABOVE-NAMED PROJECT

SUBCONTRACTOR	Estimated Amount	SBE	LBE	STREET ADDRESS	DESCRIPTION OF WORK	LICENSE #	CA DIR / PWC REG#	FED. TAX ID	PHONE
		MBE	WBE	EMAIL ADDRESS					FAX

ECOP FORM 102A

Form Completed by _____ Date _____

Signature and Title

THIS FORM MUST BE SUBMITTED WITH THE CONTRACTOR'S JOB ORDER PROPOSAL PACKAGE TO THE GENERAL SERVICES AGENCY, BMD ADMINISTRATION BLDG., 2054 FAIRMONT DRIVE, SAN LEANDRO, CALIFORNIA 94578

SAMPLE

CHECK LIST FOR REVIEW OF GOOD FAITH EFFORTS

1 Did you attend the scheduled mandatory pre-bid conference?

( )Yes ( )No (Where and date) (Indicate how this was done and attach proof marked with the number "1")

2 Have you identified and selected specific items of the project for which the contract will be awarded to be performed by M/W/S/LBEs to provide an oppurtunity for participation by those enterprises?

( )Yes ( )No (Indicate how this was done and attach proof marked with the number "2")

3 Have you advertised not less than 10 calendar days before the date bids are opened in one or more local daily or weekly newspapers, trade association publications, minority or trade oriented publications, trade journals, or other media specified by GSA, for M/W/S/LBEs that are intrested in participating in the project?

( )Yes ( )No (Indicate where and when ads were placed and attach proof marked with the number "3")

4 Have you provided written notice of your interest in bidding on the contract to the number of M/W/S/LBEs required to be notified by th project specifications not less than ten(10) calendar days prior to the opening of bids?

( )Yes ( )No (Indicate how, when, and to whom and attach proof marked with the number "4")

5 Did you follow up initial solicitations of interest by contacting the enterprises to determine with certainty whether the enterprises were interested in performing specific items of the project

( )Yes ( )No (Indicate how, when and to whom, and attach proof marked with the number "5")

6 Have you provided interested M/W/S/LBEs with information about the plans, specifications, and requirements for the selected subcontracting or material supply work?

( )Yes ( )No (Indicate how, when, and to whom and attach proof marked with the number "6")

7 Have you requested assistance from local and small business and minority and women community organizations; local and small, minority and women contractor groups, local, state or federal M/W/S/LBEs assistance offices, or other organizations that provide assistance in recruitment and placement of M/W/S/LBEs ?

( )Yes ( )No (Indicate how, when, and to whom and attach proof marked with the number "7")

8 Have you negotiated in good faith the M/W/S/LBEs and not unjustifiably rejected as unsatisfactory bids prepared by any M/W/S/LBEs?

( )Yes ( )No (Indicate how, when, and to whom and attach proof marked with the number "8")

9 Have you advised and made efforts to assist interested M/W/S/LBEs in obtaining bonds, lines of credit or insurance required by either GSA or the contractor?

( )Yes ( )No (Indicate how, when, and to whom and attach proof marked with the number "9")

_____ _____

Prime Contractor Signature Title

SAMPLE

EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the contractor maintains broader coverage and/or higher limits than the minimums shown below, the County 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 County.

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	**Marine General Liability (MGL) or Commercial General Liability with no waterborne exclusions** Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	**Commercial or Business Automobile Liability** All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses.	$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	**Workers' Compensation (WC) and Employers Liability (EL)** Required for all contractors with employees	WC: Statutory Limits EL: $1,000,000 per accident for bodily injury or disease
D	**Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form or Installation Floater as applicable**	Limits equal to the completed value of the project and no coinsurance penalty provisions.
E	**Professional Liability** If project involves design/build	$1,000,000 per occurrence or claim $2,000,000 policy aggregate
F	**Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions** If project involves environmental hazards	$1,000,000 per occurrence or claim $2,000,000 policy aggregate

F	**Endorsements and Conditions**:

1. **ADDITIONAL INSURED:** County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives 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. 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 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Auto policy shall contain or be endorsed to contain additional insured coverage for the County.
2. **DURATION OF COVERAGE:** All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained and evidence of insurance must be provided during the entire term of the Agreement and for at least five (5) years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 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 date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
3. **REDUCTION OR LIMIT OF OBLIGATION:** All insurance policies, including excess and umbrella insurance policies, shall be primary and non-contributory coverage at least as broad as ISO CG 20 10 04 13 as respects the County, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor' insurance and shall not contribute with it. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.
4. **INSURER FINANCIAL RATING:** Insurance shall be maintained through an insurer with an A.M. Best Rating of no less than A: VII or equivalent, shall be admitted to the State of California unless otherwise acceptable by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Self-insured retentions must be declared and approved. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. The policy language shall provide or be endorsed to provide, that the self –insured retention may be satisfied by either the named insured or County.
5. **SUBCONTRACTORS:** Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit.
6. **JOINT VENTURES:** If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods:
   - Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above.
   - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".
7. **CANCELLATION OF INSURANCE:** Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice of cancellation provided to the County in accordance with policy terms and conditions.
8. **CERTIFICATE OF INSURANCE**: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of insurance and applicable insurance endorsements as set forth in the provisions of this Agreement and this Exhibit C, in forms satisfactory to County, evidencing that all required insurance coverage is in effect. However, failure to obtain the required documents prior to the work beginning shall not waive the Contactor's obligation to provide them. The County reserves the right to require the Contractor to provide complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Alameda County General Services Agency
JOB ORDER CONTRACT NO. 22059
MASTER CONTRACT NO. 902038
ADA, MAJOR MAINTENACE AND TENANT IMPROVEMENT PROJECTS

EXHIBIT D

CONSTRUCTION TASK CATALOG AND TECHNICAL SPECIFICATIONS

To view and download the Construction Task Catalog (CTC) and Technical Specifications utilized for this contract visit:

1. Construction Task Catalog
2. Technical Specifications

These documents will be made available through the Receipt of Bids and Bid Opening as referenced in the Summary Bidding Calendar Document 00 01 09, after which the link will expire. These documents will be made available to the awarded Contractor upon request after the Contract is awarded.

END OF DOCUMENT