

**SPECIFICATIONS AND OTHER BIDDING AND CONTRACT DOCUMENTS**

**COUNTY OF ALAMEDA PROJECT #21115  
SRJ ENHANCED OUTDOOR RECONFIGURATION & RECREATION YARDS  
PROJECT  
5325 Broder Blvd.  
Dublin, California 94568**

**VIRTUAL PRE-BID CONFERENCE AND SITE VISIT**

**Virtual Pre-Bid Conference: Friday, January 26, 2024, at 10:00 AM**

**Site Visit: Tuesday, February 26, 2024, at 10:00 AM  
Location: 5325 Broder Blvd., Dublin, California 94568**

**NOTE: To obtain drawings and technical specifications, Document 00 11 16A, Non-Disclosure Agreement (NDA) is to be submitted by February 5, 2024. The drawings and technical specifications will be provided within 48 hours of receipt of an NDA that is deemed complete.**

**COUNTY OF ALAMEDA  
GENERAL SERVICES AGENCY  
CAPITAL PROGRAMS DEPARTMENT  
1401 LAKESIDE DRIVE, #800  
OAKLAND, CALIFORNIA  
PHONE: (510) 208-3990; FAX: (510) 208-3995**

**Architecture and Engineering  
HMC Group  
2495 Natomas Park Drive, Studio 100  
Sacramento, CA 95833  
PHONE: (916) 368-7990**



**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.

<b><u>Event</u></b>	<b><u>Date</u></b>	<b><u>Reference</u></b>
Contract Documents Available*	<b>January 12, 2024</b>	00 11 16 Notice to Bidders
Virtual Pre-Bid Conference	<b>January 26, 2024</b> at 10:00 a.m.	00 11 16 Notice to Bidders
Pre-Bid Site Visit**	<b>February 26, 2024</b> at 10:00 a.m.	00 11 16 Notice to Bidders
Last Day for Receipt of Requests for Substitutions before Receipt of Bids	14 calendar days before date for Receipt of Bids	00 21 13 Instructions to Bidders
Last Day for Receipt of Questions	14 calendar days before date for Receipt of Bids	00 21 13 Instructions to Bidders
Last Day to Submit Site Clearance Form & Non-Disclosure Agreement (NDA)	<b>February 5, 2024</b> By 5:00 p.m.	00 73 13A Site Clearance Form 00 11 16A Non-Disclosure Agreement
Receipt of Bids and Bid Opening	<b>March 25, 2024</b> By 2:00 p.m.	00 11 16 Notice to Bidders 00 21 13 Instructions to Bidders 00 22 19 Supplemental Instructions to Bidders
Estimated Date of Notice of Intent to Award	2 calendar days from Receipt of Bids & Bid Opening	00 51 00 Notice of Intent to Award
Last Day to Submit Bid Protest	11 calendar days from date of Notice of Intent to Award	00 21 13 Instructions to Bidders
Estimated Date of Notice of Award	<b>May 3, 2024</b>	TBD by County 00 11 16 Notice to Bidders 00 51 10 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 61 30 Escrow Bid Documentation
Contract Duration	<b>282 calendar days</b>	00 52 13 Agreement Form – Stipulated Sum (Single-Prime Contract)
Contract Duration Begins	<b>Date in Notice Proceed</b>	00 55 00 Notice to Proceed
Contract Duration Ends	<b>Date in Notice Proceed</b>	00 55 00 Notice to Proceed

Last Day to Submit Preliminary Schedule, and other documents as noted, per the Notice to Proceed	14 calendar days after the Notice to Proceed	00 55 00 Notice to Proceed
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\* Entities who submit NDAs deemed complete by the County prior to the NDA due date will receive access to the drawings and technical specifications within 48 hours.

\*\* To participate in Pre-bid Site Visit, Site Clearance Forms for Site Visit attendees must be submitted to the County, following instructions on form 00 73 13A, by February 5, 2024.

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END OF DOCUMENT

**LIST OF SCHEDULES**

SCHEDULES

Proposed Sequence: The list below is for construction sequence identification only. The final schedule sequence shall be submitted as part of the contractor's Project Schedule in accordance with Document 00 72 13.

1. Outdoor Recreation Areas Small & Large Rec (Medium Yard & Maximum Yard)
2. Quasi yards (Housing Unit 1 & Housing Unit 2)

END OF DOCUMENT

**NOTICE TO BIDDERS**

1. Notice is hereby given that the County of Alameda General Services Agency (“GSA”) Purchasing Department (“County” or “Owner”) will receive sealed bids for the following project, Bid No. 21115, (“Project” or “Contract”):

SRJ Enhanced Outdoor Reconfiguration & Recreation Yards (Project Name)

2. Sealed Bids will be received until 2:00 p.m., March 25, 2024, at 1401 Lakeside Drive, 10<sup>th</sup> Floor, Capital Programs, Oakland, California, at or after which time the bids will be opened and publicly read aloud in Room 1107. 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 Project includes the construction of three (3) large recreation areas, seven (7) small recreation areas, and the conversion of two quasi yards into four (4) smaller quasi yards. The scope includes, but is not limited to:
  - anti-climb fencing on posts
  - chain-link fence ceiling
  - detention grade plumbing fixtures
  - concrete masonry unit walls
  - concrete floor slabs & striping
  - detention grade site furnishings, tables, chairs and equipment
  - sports equipment
  - security camera & related work

All installations must comply with Title 24 of the California Code of Regulations (the California Building Standards Code) and the California Board of State and Community Corrections (BSCC) standards. Construction requirements will include management of an approved quality control program as well as approvals by the Alameda County Sheriff’s Office (ACSO), the BSCC, other authorities having jurisdiction (AHJs), and the County’s Construction Manager.

The budgetary estimate for the scope of work is approximately \$6,800,000.

The time to complete this project is Two Hundred Eighty-Two (282) calendar days from the Notice to Proceed.

4. All bids shall be on the Bid Form Document 00 41 13 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 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 Contractors License

The Bidder's license 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 ten percent (10%) of the total bid price, 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 if it is awarded the contract for the Work.
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 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 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 unless registered with the Department of Industrial Relations pursuant to Labor Code §1725.5.
11. The Work performed pursuant to an awarded contract will be 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 13B. 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”. Contractor agrees to execute the “PROJECT STABILIZATION/COMMUNITY BENEFITS AGREEMENT for the COUNTY OF ALAMEDA” Contractor Agreement to be Bound Document 00 73 13B Exhibit B and shall require all of its subcontractors, of whatever tier, to become similarly bound for all work within the scope of the awarded contract by signing an identical Contractor Agreement to be Bound.

12. A virtual pre-bid conference will be held on January 26, 2024, at 10 a.m.
  - a. Virtual meeting on MS Teams (Click below link 10 minutes before meeting start time)
  - b. [Insert link for meeting]
  - c. Phone in option: [Enter Meeting Number] access code: [Enter Access Code]
  
13. A site visit will be held on February 26, 2024, at 10 a.m. at 5325 Broder Blvd., Dublin, California. All participants are required to sign in at the site. Each site visit is expected to take approximately one hour. To participate in the Pre-bid Site Visit, Site Clearance Forms for Site Visit attendees must be submitted to the County, following instructions on form 00 73 13A, by February 5, 2024.
  
14. Due to security considerations the building plans are confidential and will not be publicly available. All bidders must agree to the Non-Disclosure Agreement (NDA) provided by the County to receive the necessary plans. The NDA is included in this Document as Document 00 11 16A and must be submitted a minimum of 20 calendar days prior to the Site Visit.
  - a. Only bidders who submit a completed and signed NDA will receive drawings and other relevant project documents.
  
15. The County has found and determined that the following items shall be used on this Project based on the purposes indicated. (Public Contract Code §3400(b)): A particular material, product, thing, or service is designated by specific brand or trade name for the following purposes:
  - a. None indicated
  
16. 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. (Alameda County, Administrative Code §4.32.050(B), (F)) Burma is now known as Myanmar or, officially, the Republic of the Union of Myanmar.

17. Contractors must comply with County Administrative Code's CONSTRUCTION DEBRIS MANAGEMENT AND GREEN BUILDING PRACTICES.
18. 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 bidders 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.
19. The County shall award the Contract, if it awards it at all, to the lowest responsive, responsible bidder based on:  
The base bid amount only.

END OF DOCUMENT



**NONDISCLOSURE AND USE OF INFORMATION AGREEMENT**

THIS NONDISCLOSURE AGREEMENT (“NDA”) is by and between the County of Alameda (“County”), and \_\_\_\_\_ (“Contractor”, together with the County, collectively, the “Parties), and shall begin on the execution date set forth below. The Parties agree as follows:

1. The Contractor acknowledges Contractor will be exposed to and may review drawings, specifications, information, data, and/or records that constitute secure, valuable, confidential, and proprietary information, know-how, and trade secrets belonging to the County, its agents, entities, or affiliates and/or third parties (“Confidential Information”) as part of the procurement process for the SRJ Enhanced Outdoor Reconfiguration & Recreation Yards Project (“Project”).
2. In consideration of being provided such Confidential Information, the Contractor agrees to hold the same in strict confidence and shall take all reasonable measures to prevent unauthorized or improper disclosure or use of the Confidential Information. The Contractor agrees that all such Confidential Information:
  - a. Shall be used only for the purpose of bidding for the Project; and,
  - b. The Contractor agrees that it shall only disclose this Confidential Information to its authorized personnel bidding on this Project. The Contractor further represents and warrants that the Contractor will implement and maintain reasonable security procedures and practices appropriate to the nature of the information, to protect the Confidential Information from unauthorized access, destruction, use, modification, or disclosure. The Contractor further agrees not to use the data for a secondary commercial purpose not related to this Project.
  - c. Upon completion of the bidding process, the Contractor agrees to return to the County any and all drawings, specifications, information, data, and/or records that constitute secure, valuable, confidential, and proprietary information, know-how, and trade secrets, belonging to County, its agents, entities, or affiliates.
3. The Contractor agrees that any third parties owning any Confidential Information that the County shares with the Contractor are express third party beneficiaries of this Agreement.
4. The Contractor agrees that for any violation of any provision of this NDA, the County may seek a restraining order and/or injunction against the Contractor in addition to any other

remedy the County may have by law. The County reserves all rights that may be applicable to such a proceeding.

5. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. The Parties recognize that the courts of California are the proper venue for enforcement of this NDA, and the venue for all actions shall lie in the County of Alameda.
6. The Parties agree that Confidential Information shall not include (a) information that is in the public domain through no violation of this NDA; (b) information that the Contractor can demonstrate was already in its possession and was not acquired, directly or indirectly, from the County on a confidential basis; or (c) information that is independently developed by the Contractor without the use of or reference to the Confidential Information.
7. The Contractor shall be liable for the actions of, or any disclosure or use by, its employees, agents, subcontractors or representatives in violation of this NDA; however, such liability shall not limit or prevent any actions by the County directly against such employees, agents, or representatives for improper disclosure and/or use. In no event shall the Contractor or its employees, agents, or representatives take any actions related to Confidential Information that is inconsistent with holding Confidential Information in strict confidence. The Contractor shall immediately notify County in writing if it becomes aware of the possibility of any misuse, improper disclosure, or misappropriation of the Confidential Information by the Contractor or any of its employees, agents, or representatives. However, nothing in this Agreement shall obligate the County to monitor or enforce the Contractor's compliance with the terms of this Agreement.
8. Nothing in this Agreement is intended to or shall prevent the Contractor from complying with lawful disclosure orders of a court or governmental or regulatory agency ("Required Disclosure"). In the event Confidential Information becomes subject to a Required Disclosure, the Contractor agrees to notify the County immediately of the request. If the request is made in writing, the Contractor shall immediately provide the County with a copy of the request. The County may seek a court order to defend the confidentiality of the Confidential Information. If the disclosure of such Confidential Information is required to prevent the Contractor from being held in contempt or subject to other penalty, the Contractor agrees to furnish only such portion of the Confidential Information as it is legally compelled to disclose and to redact any and all Confidential Information not required to be disclosed by law or order. Moreover, prior to disclosing the Confidential Information, the Contractor shall provide the County the opportunity to seek a court order preventing the disclosure of the Confidential Information and will cooperate with any lawful requests from the County should the County decide to seek such a court order.

County of Alameda:

Contractor:

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Signature

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Name

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Title

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Date

---

Signature

---

Name

---

Title

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Date

**INSTRUCTIONS TO BIDDERS with PSCBA**

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

County will evaluate information submitted by the apparent low Bidder and, if incomplete or unsatisfactory to County, Bidder's bid may be rejected at the sole discretion of County.

1. Bids are requested for a general construction contract, or work described in general, for the following project (“Project” or “Contract”):

SRJ Enhanced Outdoor Reconfiguration & Recreation Yards (Project Name)

2. County will receive sealed Bids from Bidders as stipulated in the Notice to Bidders Document 00 11 16.
3. Bidders must submit Bids on Document 00 41 13 (Bid Form-Stipulated Sum) 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. Bidders must complete and submit all of the following documents with Bid Form Document 00 41 13:
  - a. Document 00 43 13 Bid Security Form or other security
  - b. Document 00 43 33 Qualifications Declaration
  - c. Document 00 43 36 Designated Subcontractors List
  - d. Document 00 45 01 Site-Visit Certification, if a mandatory site visit was required
  - e. Document 00 45 13 Non-Collusion Declaration
  - f. Document 00 52 13A Completed Debarment Form.
5. 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 ten percent (10%) of amount of base Bid, plus all additive alternates, as applicable. Required form of corporate surety, Bid Security Form Document 00 43 13, 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.
6. 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.

7. Bidders must submit with the Bid 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 total Base Bid. Failure to submit this list when required shall result in Bid being deemed non-responsive and the Bid will not be considered.
8. Bidders must submit the Qualifications Declaration Document 00 43 33 with their Bids. Bids submitted without the Qualifications Declaration shall be deemed non-responsive and will not be considered.
9. If a mandatory pre-bid conference and site visit ("Site Visit") is requested as referenced in the Instructions to Bidders, then Bidders must submit the Site-Visit Certification with their Bid. 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.
10. Bidders shall submit the Non-Collusion Declaration Document 00 45 13 with their Bids. Bids submitted without the Non-Collusion Declaration shall be deemed non-responsive and will not be considered.
11. Bids shall be clearly written without erasure or deletions. County reserves the right to reject any Bid containing erasures or deletions.
12. Bidders shall not modify Document 00 41 13 (Bid Form-Stipulated Sum) or qualify their Bids. Bidders shall not submit to the County a scanned, re-typed, word-processed, or otherwise recreated version of Document 00 41 13 (Bid Form-Stipulated Sum) or other County-provided document.
13. 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.

14. **Submission of a Bid signifies Contractor’s agreement to be a 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”, Contractor Agreement to be Bound 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 Contractor Agreement to be Bound. Refer to Document 00 73 13B (Project Stabilization / Community Benefits Agreement) and Document 00 73 13B Exhibit B (Contractor Agreement to be Bound).**
15. Submission of a 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 a Bid shall constitute the Bidder's express representation to County that Bidder has fully completed the following:
  - a. Bidder has visited the Site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions and federal, state and local laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of Work or 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. Bidder has conducted or obtained 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 (see Government Code §1090, et seq.);

- f. Bidder must, prior to bidding, perform the work, investigations, research, and analysis required by this document and that Bidder represents in its Document 00 41 13 (Bid Form-Stipulated Sum) and the Agreement that it performed prior to bidding. 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 the entire cost of all work "incidental" to completion of the Work.
  
- g. Conditions Shown on the Contract Documents: Information as to underground conditions, as-built conditions, or other conditions or obstructions, indicated in the Contract Documents (for example, 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. 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 Document 00 31 19 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 Document 00 31 19 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 and must not rely on information provided by County.
16. 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 00 31 19 Existing Conditions Information applies to all supplied "as-built" drawings.
17. 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 [www.dir.ca.gov](http://www.dir.ca.gov).
18. 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 **FOURTEEN (14)** calendar 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.
19. Addenda may also be issued to modify other parts of the Contract Documents as deemed advisable by County.
20. Each Bidder must acknowledge each Addendum in its Document 00 41 13 (Bid Form-Stipulated Sum (Single Prime Contract)) 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.
21. Bids shall be based on products and systems specified in Contract Documents or listed by name in Addenda. County is not responsible 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 **FOURTEEN (14)** calendar 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 Document 00 73 13 (Special Conditions) and the Specifications. Insufficient information shall be grounds for rejection of the request for 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 Document 00 73 13 (Special Conditions) and the Specifications.
22. 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.
23. Bids will be opened publicly immediately after the time indicated for receipt of bids.
24. This Contract may include alternates. Alternates are defined as alternate products, materials, equipment, systems, methods, or major elements of the construction that may, at the County's option and under terms established in the Contract and pursuant to §20103.8 of the Public Contract Code, be selected for the Work. County shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on the criteria as indicated in these contract documents.
25. 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.
26. The Bidder to whom Contract is awarded shall execute and submit the following documents by 5:00 p.m. of the **SEVENTH (7<sup>TH</sup>)** 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 30 Escrow of Bid Documentation: This must include all required documentation. See the document Escrow of Bid Documentation for more information.
  - c. Document 00 61 13A Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
  - d. Document 00 61 13B 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.
  - e. Insurance Certificates and Endorsements as required.
  - f. Document 00 45 26 Workers' Compensation Certification.
  - g. Document 00 45 46A Prevailing Wage and Related Labor Requirements Certification.
  - h. Document 00 45 46B Hazardous Materials Certification.
  - i. Document 00 73 13B Exhibit B "PROJECT STABILIZATION/COMMUNITY BENEFITS AGREEMENT for the COUNTY OF ALAMEDA" fully executed Contractor Agreement to be Bound (For Projects over \$1,000,000 only)

- j. Completed, signed Document 00 52 13A Debarment And Suspension Certification Form
27. 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, or by email: [GSA-BidProtests@acgov.org](mailto:GSA-BidProtests@acgov.org), before 5:00 p.m. of the ELEVENTH (11th) calendar day following the date of issuance of the Document 00 51 00 (Notice of Intent to Award). 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 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 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 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 result 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 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. 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 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 proposals. 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 process 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 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.

28. 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.
29. 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."
30. 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.
31. Discrepancies between written words and figures, or words and numerals, will be resolved in favor of the figures or numerals.
32. 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

**SUPPLEMENTAL INSTRUCTIONS TO BIDDERS**

**(RELATION APPLICATION AND PROJECT STABILIZATION/ COMMUNITY BENEFITS AGREEMENT)**

**GENERAL**

**1. PURPOSE**

- 1.1 By submitting a bid, Bidders acknowledge and agree to all Document 00 22 19 provisions.
- 1.2 In the event of conflict between the terms of this Document 00 22 19 and the PROJECT STABILIZATION / COMMUNITY BENEFITS AGREEMENT for the COUNTY OF ALAMEDA (Document 00 73 13B), 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 Document 00 22 19 apply to this contract for the construction of the above-referenced project.

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

- 3.1 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.

**4. NONDISCRIMINATION**

- 4.1 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, religion, disability, sex (including pregnancy, sexual orientation, or gender identity), political affiliation, national origin, age (40 or older), and genetic information (including family medical history) or by any other non-merit factors be otherwise subjected to discrimination. The Contractor shall ensure 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.

- 4.2 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 (including pregnancy, sexual orientation, or gender identity), national origin, age, religion, Vietnam Era Veteran's status, political affiliation, genetic information, or any other non-merit factors.

## **SECTION II**

### **CONTRACT COMPLIANCE REQUIREMENTS**

#### **1. APPLICATION**

- 1.1 The following provisions shall apply to all contracts of all tiers.

#### **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 certified payroll and payment participation in County contracts.
- 2.2 The prime contractor and all subcontractors awarded contracts as a result of the bid process for this project are required to use the Elation System to submit payroll and payment information including, but not limited to, weekly certified payrolls, monthly progress payment reports and other information related to project progress. 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 Elation Systems training session videos are available online within the Elations Systems application.
- 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 County 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 performance of the

contract, the County may call meetings of the Contractor and pertinent subcontractor as needed for Project Stabilization / Community Benefit Agreement (PSBCA) clarification and compliance.

#### 4. **INFORMATION AND RECORDS**

- 4.1 For the purposes of determining compliance with the Elation application, the Contractor shall provide the County with access to all records and documents that relate to Elation Payroll and Payment entries. To the extent permitted by applicable law, proprietary information will be safeguarded.

### **SECTION III**

#### 1. **OUTREACH**

- 1.1 To promote the contractors and subcontractors in their efforts to develop their bidding and/or contracting relationships 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 E-mail the list of attendees from the 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 subcontractor 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](mailto:CTAP@imwis.com)

##### **Asian American Contractors Association**

Juliana Choy Sommer and Stanford Chiang, Executive Committee Members (415) 928-5910  
[www.aaca-sf.com](http://www.aaca-sf.com)

**Western Regional Minority Supplier Development Council (WRMSDC) – MBE certifications only -** (510) 686-2555 [www.wrmsdc.org](http://www.wrmsdc.org)

**Women’s Business Enterprise National Council (WBENC) – WBE certifications only -**  
[www.wbenc.org](http://www.wbenc.org)



**California Public Utilities Commission (CPUC) The Supplier Clearinghouse**

**MBE and WBE vendors and certifications - [www.thesupplierclearinghouse.com](http://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:

<b>CERTIFIED SMALL LOCAL VENDORS</b>	<a href="http://www.acgov.org/sleb_query_app/gsa/sleb/query/slebresultlist.jsp?smEmInd=C">http://www.acgov.org/sleb_query_app/gsa/sleb/query/slebresultlist.jsp?smEmInd=C</a>
<b>CURRENT CONTRACT OPPORTUNITIES</b>	<a href="http://www.acgov.org/gsa_app/gsa/purchasing/bid_content/contractopportunities.jsp">http://www.acgov.org/gsa_app/gsa/purchasing/bid_content/contractopportunities.jsp</a>
<b>UPCOMING CONTRACT OPPORTUNITIES</b>	<a href="https://gsa.acgov.org/do-business-with-us/contracting-opportunities/">https://gsa.acgov.org/do-business-with-us/contracting-opportunities/</a>
<b>CALENDAR OF EVENTS</b>	<a href="http://www.acgov.org/calendar_app/DisplayListServlet?site=Internet&amp;ag=GSA&amp;ty=PUR">http://www.acgov.org/calendar_app/DisplayListServlet?site=Internet&amp;ag=GSA&amp;ty=PUR</a>
<b>COUNTY OF ALAMEDA HOME PAGE</b>	<a href="http://www.acgov.org/index.htm">http://www.acgov.org/index.htm</a>

**EXISTING CONDITIONS INFORMATION**

**1. Summary**

This document describes existing conditions at or near the Project, and use of information available regarding existing conditions. This document is **not** part of the Contract Documents. See General Conditions for definitions of terms used herein.

**2. Reports and Information on Existing Conditions**

- 2.1. Documents providing a general description of the Site and conditions of the Work may have been collected by County its consultants, contractors, and tenants. These documents may include previous contracts, contract specifications, tenant improvement contracts, as-built drawings, utility drawings, and information regarding underground facilities.
- 2.2. Information regarding existing conditions may be inspected at the County offices or the Construction Manager's offices, if any, and copies may be obtained at cost of reproduction and handling upon Bidder's agreement to pay for such copies. These reports, documents, and other information are **not** part of the Contract Documents.
- 2.3. Information regarding existing conditions may also be included in the Project Manual but shall **not** be considered part of the Contract Documents.
- 2.4. The following reports and information regarding existing conditions and Underground Facilities at or contiguous to the Site will be provided upon request, as non-contract document Exhibits for Bidder's convenience:
  - 2.4.1. Exhibit E - Results of Limited Environmental Sampling and Testing:
    - 2.4.1.1. Lead Paint Analysis Report dated August 21, 2018, by ASBESTOS TEM LABORATORIES, INC.

The reports, documents, and information described in this paragraph 2.4 of this Document 00 31 19 are not part of the Contract Documents; however, for Bidder's convenience, a copy of the documents will be provided upon request.

**3. Use of Information**

- 3.1. Information regarding existing conditions was obtained only for use of County and its consultants, contractors, and tenants for planning and design and is **not** part of the Contract Documents.

- 3.2. County does not warrant, and makes no representation regarding, the accuracy or thoroughness of any information regarding existing conditions. Bidder represents and agrees that in submitting a bid it is not relying on any information regarding existing conditions supplied by County.
- 3.3. Under no circumstances shall County be deemed to warrant or represent existing above-ground conditions, as-built conditions, or other actual conditions, verifiable by independent investigation.
- 3.4. Any information shown or indicated in the reports and other data supplied herein with respect to existing underground facilities at or contiguous to the Project may be based upon information and data furnished to County by the County's employees and/or consultants or builders of such underground facilities or others. County does not assume responsibility for the completeness of this information, and Bidder is solely responsible for any interpretation or conclusion drawn from this information.
- 3.5. County shall be responsible only for the general accuracy of information regarding underground facilities, and only for those underground facilities that are owned by County, and only where Bidder has conducted the independent investigation required of it pursuant to the Instructions to Bidders, and discrepancies are not apparent.

#### **4. Investigations/Site Examinations**

- 4.1. This project has been determined to be exempt from California Environmental Quality Act (CEQA).
- 4.2. Before submitting a Bid, each Bidder is responsible for conducting or obtaining any additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the Site or otherwise, that 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 or that Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.
- 4.3. On request, County will provide each Bidder access to the Site to conduct such examinations, investigations, , as each Bidder deems necessary for submission of a Bid. Bidders must fill all holes and clean up and restore the Site to its former condition upon completion of its explorations, investigations, tests, and studies. Such investigations and Site examinations may be performed during any and all

Site visits indicated in the Notice to Bidders and only under the provisions of the Contract Documents, including, but not limited to, proof of insurance and obligation to indemnify against claims arising from such work, and County's prior approval.

END OF DOCUMENT

DOCUMENT 00 41 13  
**BID FORM – STIPULATED SUM (SINGLE-PRIME 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 and the Instructions to Bidders Document 00 21 13 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 Drawings and Specifications of Bid No. **21115**.

PROJECT: \_\_\_\_\_

(“Project” or “Contract”) and will accept in full payment for that Work the following total lump sum amount, all taxes included:

_____ dollars      \$ _____  <b><i>TOTAL BASE BID</i></b>
---

1. **Unit Prices.** The Bidder’s Base Bid includes the following unit prices, which the Bidder must provide, and County may, at its discretion, utilize in valuing additive and/or deductive change orders: NONE
  
2. 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) as described in the Contract Documents, and that the Bidder who is awarded a contract shall be 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.
  
3. 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.

4. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
5. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
6. 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.
7. Bidder acknowledges that the following documents are included with this Document 00 41 13 and has referred to Document 00 21 13 (Instructions to Bidders) for additional information:
  - a. Document 00 43 13 Bid Security Form or other security
  - b. Document 00 43 33 Qualifications Declaration
  - c. Document 00 43 36 Designated Subcontractors List
  - d. Document 00 45 01 Site-Visit Certification, if a mandatory site visit was required
  - e. Document 00 45 13 Non-Collusion Declaration
  - f. Document 00 52 13A Debarment and Suspension Certification Form
  - g. Bidder understands that failure to complete and submit the above documents with this Document 00 41 13 will deem the Bid to be non-responsive, in which case the Bid will be rejected by the County.
8. 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 _____

9. Bidder acknowledges that the license required for performance of the Work is a B license.
10. 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.

11. 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.
12. 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.
13. 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, California Government 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.
14. 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.
15. 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 §§ 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



**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 duly 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

**QUALIFICATION DECLARATION**

PROJECT: SRJ Enhanced Outdoor Reconfiguration & Recreation Yards

Bidder must certify that qualifications of items listed below and specified elsewhere in the Contract Documents are included in Bidder’s Bid.

In addition to the qualification requirements in the Contract Documents which will be verified during the submittal process (see Submittal Procedures 01 30 00), Bidder must provide proof of the following within twenty-four (24) hours after the submission of their Bid **via email to David Barba at david.barba@acgov.org**:

1. Entity that will install detention doors and hardware is licensed with a C-28 classification license.
2. For Detention Doors and Hardware: Installers and supervisors of detention door and hardware installation are trained and approved by detention door manufacturer and detention door hardware manufacturer for installation and maintenance of units required for this Project. (see Section 11 98 14 -2, 1.06.A.1)
3. For Detention Doors and Hardware: Architectural Hardware Consultant is currently certified by the Door and Hardware Institute (DHI) as an Architectural Hardware Consultant and is experienced in providing consulting services for detention door hardware installations that are comparable in material, design, and extent to that indicated for this Project. (see Section 11 98 14 -2, 1.06.A.2)
4. For Security Cabling: Contractor must be a Certified Installer for selected manufacturer prior to, during and through completion of the system and must be able to provide the manufacturer’s extended warranty. (see Section 27 15 00 -17 3.01.E)

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

Date: \_\_\_\_\_

Proper Name of Bidder: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

END OF DOCUMENT

**DESIGNATED SUBCONTRACTORS LIST**

PROJECT: SRJ Enhanced Outdoor Reconfiguration & Recreation Yards

Bidder must list hereinafter the name and location of each subcontractor who will be employed, and the kind of Work that each will perform if the Contract is awarded to the Bidder. Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., it must clearly set forth below the name and location of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work in an amount in excess of one-half of one percent (1/2 of 1%) of Bidder's total Bid, and that as to any Work that Bidder fails to list, Bidder agrees to perform that portion itself or be subjected to penalty under applicable law.

In case more than one subcontractor is named for the same kind of Work, state the portion that each will perform. Vendors or suppliers of materials only do not need to be listed.

If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this document.

**DESIGNATED SUBCONTRACTORS LIST**

Submit this information with sealed bid.

Name and City of Subcontractor <b>(1)</b>	Description of Work: Reference to Contract Items <b>(1)</b>	Prices Under Subcontract <b>(1)</b>	Subcontractor's License Numbers.			
			State of California Contractor's License <b>(1)</b>		Dept. of Industrial Relations Registration No. (DIR) <b>(1)</b>	Business License and City/County Issued <b>(1)</b>
			Classification	License #		

(Bidder to attach additional sheet(s) if necessary)

END OF DOCUMENT

**SITE-VISIT CERTIFICATION**

**For Projects Where A Site Visit Was Mandatory**

PROJECT: SRJ Enhanced Outdoor Reconfiguration & Recreation Yards\_(Project Name)

Check whichever option applies:

\_\_\_\_\_ I certify that I visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. I fully understand the facilities, difficulties, and restrictions attending the execution of the Work under contract.

\_\_\_\_\_ I certify that \_\_\_\_\_ (Bidder’s representative) visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. The Bidder’s representative fully understood the facilities, difficulties, and restrictions attending the execution of the Work under contract.

Bidder agrees to fully indemnify the County of Alameda, its Architect, its Engineer, its Construction Manager, and all of their respective officers, agents, employees, and consultants from any damages, or omissions, related to conditions that could have been identified during my visit and/or the Bidder’s representative’s visit to the Site.

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

Date: \_\_\_\_\_

Proper Name of Bidder: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

END OF DOCUMENT

**NON-COLLUSION DECLARATION**  
**Public Contract Code Section 7106**

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

STATE OF CALIFORNIA                     )  
  ) ss.  
COUNTY OF \_\_\_\_\_)

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this Non-Collusion Declaration is executed on the \_\_\_\_\_ day of \_\_\_\_\_ at the \_\_\_\_\_ [city] and \_\_\_\_\_ [state].

Proper Name of Bidder: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**(ATTACH NOTARIAL ACKNOWLEDGMENT FOR THE ABOVE SIGNATURE)**

**END OF DOCUMENT**



**WORKERS' COMPENSATION CERTIFICATION**

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

Labor Code § 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 either as an individual employer, or as one employer in a group of employers, 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 their employees.

I am aware of the provisions of §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 §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

**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 to become and remain competent in the use of the Compliance Systems. Costs associated with the Alameda County Contract Compliance System, including the Elation Systems, Inc. programs, 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

**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

**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

**NOTICE OF INTENT TO AWARD**

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

**SUBJECT: INTENT TO AWARD A CONTRACT FOR PROJECT NO. 21115**

Thank you for your participation in this solicitation 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 project number 21115 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 received or services performed without a signed contract.

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

Bidder	Location	Bid Price*

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

For information on other contracting opportunities please visit our websites at [http://www.acgov.org/gsa/purchasing/bid\\_content/FutureContractOpportunities.jsp](http://www.acgov.org/gsa/purchasing/bid_content/FutureContractOpportunities.jsp) for

Upcoming Contracting Opportunities and [http://www.acgov.org/gsa/purchasing/bid\\_content/ContractOpportunities.jsp](http://www.acgov.org/gsa/purchasing/bid_content/ContractOpportunities.jsp) for Current Contracting Opportunities.

County of Alameda

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

END OF DOCUMENT



**NOTICE OF AWARD**

Dated: \_\_\_\_\_ 20\_\_

To: \_\_\_\_\_  
(Contractor)

To: \_\_\_\_\_  
(Address)

From: The County of Alameda

PROJECT: SRJ Enhanced Outdoor Reconfiguration & Recreation Yards\_(Project Name)

("Project" or "Contract").

Contractor has been awarded the referenced Contract on \_\_\_\_\_, 20\_\_, by action of the County's Board of Supervisors

The Contract Price is \_\_\_\_\_ Dollars (\$\_\_\_\_\_)

Three (3) copies of each of the Contract Documents (except Drawings) accompany this Notice of Award. Three (3) sets of the Drawings will be delivered separately or otherwise made available. Additional copies are available at cost of reproduction.

The Bidder to whom Contract is awarded shall execute and submit the following documents by 5:00 p.m. of the **SEVENTH (7<sup>TH</sup>)** 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. Agreement: To be executed by successful Bidder. Submit four (4) copies, each bearing an original signature.
- b. Escrow of Bid Documentation: This must include all required documentation. See the document 00 61 30 Escrow of Bid Documentation for more information.
- c. Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
- d. 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.

- e. Insurance Certificates and Endorsements as required.
- f. Workers' Compensation Certification.
- g. Prevailing Wage and Related Labor Requirements Certification.
- h. Hazardous Materials Certification.
- i. Document 00 73 13B Exhibit B "PROJECT STABILIZATION/COMMUNITY BENEFITS AGREEMENT for the COUNTY OF ALAMEDA" fully executed Contractor Agreement to be Bound (For Projects over \$1,000,000 only)
- j. Completed, signed Document 00 52 13A Debarment And Suspension Certification Form.

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.

County of Alameda

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

END OF DOCUMENT

**AGREEMENT FORM – STIPULATED SUM**  
**(SINGLE-PRIME 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

PROJECT: SRJ Enhanced Outdoor Reconfiguration & Recreation Yards (Project Name)

(“Project” or “Contract” or “Work”)

for which the Drawings and Specifications are identified by the signature of the parties to this Agreement. 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. 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 the remaining Division 00 documents, which shall control over Division 01 Documents, which shall control over Division 02 through Division 49 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the County in the matter shall be final.

4. **Time For Completion:** It is hereby understood and agreed that the work under this contract shall be completed within Two Hundred Eighty-Two (282) consecutive calendar days (“Contract Time”) from the date specified in the County’s Notice to Proceed.

Contractor acknowledges that time is of the essence with respect to the Completion of the Work and the performance of this Agreement and that the County will be damaged by any delay in completing any of the major phases of the Project listed in paragraphs 4.1, 4.2, and 4.3 below. Therefore, Contractor accepts the following Completion obligations:

- 4.1 Contractor shall achieve Final Completion no later than Two Hundred Eighty-Two (282) calendar days after the commencement date set forth in the Notice to Proceed (“Contract Time”)
- 4.2 Following the issuance by the permitting agency of a permit allowing the Contractor to commence construction of the Project, the Contractor shall update the Project Schedule in accordance with Document 00 72 13 (General Conditions). The County is under no obligation to accept an updated Project Schedule that shows Contractor achieving Final Completion later than the time specified in Paragraph 4.1 of this Document 00 52 00.
- 4.3 In addition to achieving Final Completion, Contractor shall fully cooperate with the County so that the County may obtain all necessary Regulatory Agency approvals required to operate the Project.

5. **Completion-Extension of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, 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:** 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 of One Thousand Five Hundred dollars (\$1,500) per day as liquidated damages for each and every day’s delay beyond the time herein prescribed in finishing the Work (refer to Specification Section 01 11 00, Item 1.13 “Phasing Schedule” for milestones applicable to the Liquidated Damages. It is hereby understood and agreed that this amount 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 to 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. **Indemnity:** To the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782), Contractor shall defend (with legal counsel reasonably acceptable to the County), indemnify and hold harmless County and its officers, agents, departments, officials, representatives and employees (collectively “Indemnitees”) from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Contractor or its Subcontractors), expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorneys’ fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) which arises out of or is in any way connected to 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 indemnification, defense, and hold harmless obligation includes any failure or alleged failure by Contractor to comply with any provision of law or the Contract Documents, including, without limitation, any stop notice actions or liens by the California Department of Labor Standards Enforcement. 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.
- 7.1 Contractor shall defend (with legal counsel reasonably acceptable to the County), indemnify and hold harmless the Indemnitees from all loss, cost, damage, expense, liability or claims, in law or in equity, including attorneys’ fees, court costs, litigation expenses and fees of expert consultants or expert witnesses, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by County, or any of the other Indemnitees, of articles or Services to be supplied in the performance of this Agreement.
- 7.2 Contractor shall place in its subcontracting agreements and cause its Subcontractors to agree to indemnities and insurance obligations in favor of County and other Indemnitees in the exact form and substance of those contained in this Agreement. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this Agreement, including, without limitation, requirements contained in Document 00 72 13 (General Conditions) and Document 00 73 13 (Special Conditions). Contractor shall verify subcontractor’s compliance.
8. **Loss Or Damage:** County and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its

construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold County and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.

9. **Insurance and Bonds:** Contractor shall provide all required certificates of insurance and payment and performance bonds as evidence thereof.
10. **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.
11. **Authority of 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 and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.
12. **Assignment of Contract:** Neither the Contract, 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.
13. **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.
14. **Payment of Prevailing Wages:** The 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 County, pursuant to §§1770 et seq.

of the California Labor Code. Copies of the prevailing rate of per diem wages are on file at the Alameda County General Services Agency, 1401 Lakeside Drive, Oakland, 8<sup>th</sup> Floor, California 94612, and will be made available to any interested party upon request.

14.1 The Contractor acknowledges and agrees that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The following requirements apply to this contract:

14.1.1 No contractor or subcontractor may be listed on a bid proposal for a public works project 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)).

14.1.2 No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code § 1725.5.

**15. Contract 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 Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

Dollars

(\$ \_\_\_\_\_),

in lawful money of the United States, which sum is to be paid according to the schedule provided by the Contractor and accepted by County and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

**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. Contractor Registration:** Contractor represents that it is registered and qualified to perform public work pursuant to Labor Code § 1725.5. Contractor is required to maintain DIR registration as required by Labor Code § 1725.5, without interruption, as long as Contractor is performing work on the Project. Contractor is further obligated to ensure that subcontractors of every tier are registered with the DIR as required by Labor Code §

1725.5 as long as those subcontractors are performing work on the Project. Contractor will prohibit any unregistered subcontractor from performing work on the Project.

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:

DONNA R. ZIEGLER, COUNTY COUNSEL

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: (Deputy) County Counsel

END OF DOCUMENT



**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 necessarily 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: \_\_\_\_\_

END OF DOCUMENT

**NOTICE TO PROCEED**

Dated: \_\_\_\_\_, 20\_\_

TO: \_\_\_\_\_  
(Contractor)

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT: \_\_\_\_\_ (Project Name)

PROJECT/CONTRACT NO.: SRJ Enhanced Outdoor Reconfiguration & Recreation Yards #21115 between County of Alameda and Contractor (“Contract”).

You are notified that the Contract Time under the above Contract will commence to run on \_\_\_\_\_, 20\_\_. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement executed by Contractor, the date of Final Completion is **282 calendar days** from the date of this Notice to Proceed.

You must submit the following documents by 5:00 p.m. of the **TENTH (10<sup>TH</sup>)** business day following the date of this Notice to Proceed:

- a. Contractor’s preliminary schedule of construction.
- b. Contractor’s preliminary schedule of values for all of the Work.
- c. Contractor’s preliminary schedule of submittals, including Shop Drawings, Product Data, and Samples submittals.
- d. Contractor’s Safety Plan specifically adapted for the Project.
- e. A complete subcontractors list, including the name, address, telephone number, facsimile number, email address, California State Contractors License number, classification, and monetary value of all Subcontracts.

f. Construction Waste Management Plan.

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

COUNTY OF ALAMEDA

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

END OF DOCUMENT

**PERFORMANCE BOND FORM**  
**(100% of Contract Price)**

**(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 perform the following project:

\_\_\_\_\_ (Project Name)

("Project" or "Contract")

which Contract dated \_\_\_\_\_, 20\_\_\_\_, 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

**PAYMENT BOND FORM**

**Contractor's Labor & Material Payment Bond  
(100% of Contract Price)**

**(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 \_\_\_\_\_ (Project Name)

("Project")

which Contract dated \_\_\_\_\_, 20\_\_\_\_, 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 §§ 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 §§ 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.

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

**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 Escrow Bid Documentation shall be delivered to 1401 Lakeside Drive, 10<sup>th</sup> Floor Oakland CA, 94612 Attn. GSA CP Department. 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 and the final resolution of all claims and disputes arising out of or relating to the Work or the Contract. 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:
  - c.
    - (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.
- d. 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

**ESCROW AGREEMENT FOR  
SECURITY DEPOSITS IN LIEU OF RETENTION**

Public Contract 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 1401 Lakeside Drive, 10<sup>th</sup> Floor, Oakland , 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 § 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 SRJ Enhanced Outdoor Reconfiguration & Recreation Yards, 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  
\_\_\_\_\_  
Name  
\_\_\_\_\_  
Signature  
\_\_\_\_\_

\_\_\_\_\_  
Title  
\_\_\_\_\_  
Name  
\_\_\_\_\_  
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

**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 Claim") and are specifically excluded from the operation of this Agreement and Release:

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

**[Insert information, including attachment if necessary]**

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, attorney" 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 § 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

**WARRANTY FORM**

\_\_\_\_\_ (“Contractor”) hereby agrees that the \_\_\_\_\_ (“Work” of Contractor) which Contractor has installed for County of Alameda (“Count”) for the following project:

PROJECT: SRJ Enhanced Outdoor Reconfiguration & Recreation Yards (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 one (1) year from the date of completion as defined in Public Contract Code § 7107, subdivision I), 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

SECTION 00 72 13

**GENERAL CONDITIONS**

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## **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** 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.
- 1.1.2** Approval, Approved, and/or Accepted: Refer to written authorization, unless stated otherwise.
- 1.1.3** 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.
- 1.1.4** 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 an adjustment in the Contract Amount or Contract Time.
- 1.1.5** Bidder: A contractor who intends to provide a bid to the County to perform the Work of this Contract.
- 1.1.6** Change Order: A written order to the Contractor authorizing an addition to, deletion from, or revision in the Work, and/or authorizing an adjustment in the Contract Price or Contract Time.
- 1.1.7** 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 Work.
- 1.1.8** 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.
- 1.1.9** Construction Schedule: The progress schedule of construction of the Project as provided by Contractor and approved by County.
- 1.1.10** Contract, Contract Documents: The Contract consists exclusively of the documents evidencing the agreement of the County and Contractor, identified as the Contract Documents. Purchase Orders issued as part of the County's ministerial accounting processes are not Contract Documents. The Contract Documents consist of the following documents:

- 1.1.10.1 Document 00 11 16 (Notice to Bidders)
- 1.1.10.2 Document 00 21 13 (Instructions to Bidders)
- 1.1.10.3 Document 00 22 19 (Supplemental Instructions to Bidders)
- 1.1.10.4 Document 00 31 19 (Existing Conditions Information)
- 1.1.10.5 Document 00 41 13 (Bid Form)
- 1.1.10.6 Document 00 43 13 (Bid Security Form)
- 1.1.10.7 Document 00 43 46 (Designated Subcontractors List)
- 1.1.10.8 Document 00 45 01 (Site-Visit Certification), if a site visit was required.
- 1.1.10.9 Document 00 45 13 (Non-Collusion Declaration)
- 1.1.10.10 Document 00 45 26 (Workers' Compensation Certification)
- 1.1.10.11 Document 00 45 46A (Prevailing Wage and Related Labor Requirements Certification)
- 1.1.10.12 Document 00 45 46B (Hazardous Materials Certification)
- 1.1.10.13 Document 00 45 46C (Imported Materials Certification)
- 1.1.10.14 Document 00 51 10 (Notice of Award)
- 1.1.10.15 Document 00 52 13 (Agreement)
- 1.1.10.16 Document 00 55 00 (Notice to Proceed)
- 1.1.10.17 Document 00 61 30 (Escrow of Bid Documentation)
- 1.1.10.18 Document 00 61 40 (Escrow Agreement for Security Deposits in Lieu of Retention)
- 1.1.10.19 Document 00 61 13A (Performance Bond)
- 1.1.10.20 Document 00 61 13B (Payment Bond)
- 1.1.10.21 Document 00 65 19.A (Final Settlement Certificate)
- 1.1.10.22 Document 00 65 36 (Warranty)
- 1.1.10.23 Document 00 72 13 General Conditions
- 1.1.10.24 Document 00 73 13 Special Conditions
- 1.1.10.25 Document 00 73 13B (Project Stabilization/Community Benefits Agreement 'PSCBA' Requirements)
- 1.1.10.26 Document 00 73 56 (Hazardous Materials Procedures and Requirements)
- 1.1.10.27 Divisions 01 through 49
- 1.1.10.28 All Plans, Technical Specifications, and Drawings
- 1.1.10.29 Any and all addenda to any of the above documents

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

**1.1.11** Contract Price: The total monies payable to the Contractor under the terms and conditions of the Contract Documents.

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

**1.1.13** 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.

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

**1.1.14.1** 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

**1.1.14.2** 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.

**1.1.15** Daily Job Reports: Daily Project reports prepared by the Contractor's employees who are present on Site, which shall include the information required herein.

**1.1.16** Day, Days: Unless otherwise designated, day or days means calendar days.

**1.1.17** 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.

**1.1.18** Force Account Directive: A process that may be used when the County and the Contractor cannot agree on a price for a specific portion of work or before the Contractor prepares prices for a specific portion of work and whereby the Contractor performs the work as indicated herein on a time and materials basis.

**1.1.19** Premises: The real property owned by the County on which the Site is located.

**1.1.20** Product, Products: New material, machinery, components, equipment, fixtures, and systems forming the Work, including existing materials or components required and approved by the County for reuse.

**1.1.21** 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.

- 1.1.22** Project: The planned undertaking as provided for in the Contract Documents.
- 1.1.23** 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.
- 1.1.24** 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.
- 1.1.25** 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.
- 1.1.26** 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.
- 1.1.27** 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”).
- 1.1.28** 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.
- 1.1.29** 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.
- 1.1.30** 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.
- 1.1.31** Site: The Project site as shown on the Drawings.
- 1.1.32** 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.
- 1.1.33** 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.

- 1.1.34** Submittal Schedule: The schedule of submittals as provided by Contractor and approved by County.
- 1.1.35** 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 § 995.120.
- 1.1.36** 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.

## **1.2 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.

## **1.3 No Oral Agreements**

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

## **1.4 No Assignment**

Contractor shall not assign this Contract 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 become 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.

## **1.5 Notice And Service Thereof**

- 1.5.1** 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:
  - 1.5.1.1** If notice is given by personal delivery thereof, it shall be considered delivered on the day of delivery.
  - 1.5.1.2** 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.



- 1.5.1.3 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.
- 1.5.1.4 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.
- 1.5.1.5 If notice is given by electronic mail (e-mail) it shall be considered delivered on the day it is sent if that day is a regular County business day. If the e-mail is sent on a day that is not a regular County business day (Monday through Friday, excluding County Holidays), it shall be considered delivered on the next regular County business day.

**1.6 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.

**1.7 Substitutions For Specified Items**

Substitutions for specified items shall be governed by the Special Conditions (Document 00 73 13).

**1.8 Materials and Work**

- 1.8.1 Except as otherwise specifically stated in this Contract, 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 within the Contract Time.
- 1.8.2 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.
- 1.8.3 Materials shall be furnished in ample quantities and at such times as to ensure uninterrupted progress of Work and shall be stored properly and protected as required.
- 1.8.4 For all materials and equipment specified or indicated in the Drawings, 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.

- 1.8.5** Contractor shall, after award of Contract 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.
- 1.8.6** 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 the Agreement, 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.
- 1.8.7** 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.
- 1.8.8** 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 hands of County (for example 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.
- 1.8.9** 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 the Project at any time before Final 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 Architect 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 ensure 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 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 orders.

## **4. CONSTRUCTION MANAGER**

### **4.1 Role and Authority**

If a construction manager is used on this Project ("Construction Manager" or "CM"), the Construction Manager will provide administration of the Contract on the County's behalf. After execution of the Contract and 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 the Work at any time.

#### **4.3 If No Construction Manager**

If the County does not use a Construction Manager on this Project, 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 Contract 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 Contract price including any adjustments to the Contract Price pursuant to provisions herein regarding changes to the Contract Price. 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, 9821 Business Park Drive, Post Office Box 2600, Sacramento, California 95826, <http://www.cslb.ca.gov>.

### **6.2 Contractor's Supervision**

**6.2.1** 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.

**6.2.2** 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.

**6.2.3** 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.

- 6.2.4 Contractor shall give efficient supervision to Work, using its best skill and attention. Contractor shall carefully study and compare all Contract Documents, 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**

- 6.3.1 Contractor and Subcontractors 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 Site.
- 6.3.2 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.
- 6.3.3 The Contractor shall furnish labor that can work in harmony with all other elements of labor employed or to be employed in the Work.
- 6.3.4 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 and Change Orders, and titles 19 and 24 of the California Code of Regulations, the specified edition(s) of the Uniform Building Code, all approved 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 summary of all other pertinent events and/or occurrences on that day.

**6.5.2.3** The weather conditions on that day.

**6.5.2.4** A list of all Subcontractors 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 managers, project superintendents, and/or project forepersons, 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 the 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 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 § 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 and other personal protection equipment (“PPE”) shall be mandatory at all times for all personnel on Site. Contractor shall supply sufficient hard hats and PPE to properly equip all employees and visitors.
- 6.10.3 Any construction review of the Contractor’s performance is not intended to include a 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 within the time frame indicated in the Contract Documents and specifically adapted for the 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 § 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 the 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 stormwater 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 on the Project 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** Name and phone number of Project Manager (County)

**6.12.2** Badges are to be worn when the Contractor or Contractor's 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** Contractor or subcontractor staff or employees who fail to display identification badges as required will not be allowed to access the job site. Any delay resulting from the denial of site access shall not be considered an acceptable project delay or an allowable cost impact to the Project.

#### **6.13 County Drug Policy - Drug-Free Work Place**

**6.13.1** Contractor, Contractor's employees, and Contractor's Subcontractors and their employees shall comply with the County's policy of maintaining a drug-free workplace. 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 § 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 Project Manager with the name of the

employee, date and statutory conviction, and name of the Court in which the conviction was entered. 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 observe 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 Contract Price, or County may withhold those amounts from payments 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 §§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 §§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 all including, without limitation, § 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 Bid is accepted shall, without consent of the County and in full compliance with § 4100, et seq, of the Public Contract Code, including, without limitation, §§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 Bid; 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 Bid; 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 bid 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 Subcontractors 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 other 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 operations 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 contractors, persons, and/or entities 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 Contract is to be found in Document 00 11 15 (List of Drawing Sheets).

### **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 trades 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 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 Document - Agreement Form Stipulated sum (Single Prime Contract), 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 Contract Price, Contractor may request a change in the Contract 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 Document 01 30 00 "Submittal Procedures." 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**

Within TEN (10) calendar days after the date of the Notice to Proceed (unless otherwise specified in the Specifications), 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 dates as may be required by the County.

### **10.1.2 Preliminary Schedule of Values**

A preliminary schedule of values for all of the Work, which must include quantities and prices of items aggregating the Contract Price and must subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. This preliminary schedule of values shall include, at a minimum, the following information, and the following structure:

**10.1.2.1** Divided into at least the following categories:

- 10.1.2.1.1** Overhead and profit;
- 10.1.2.1.2** Supervision;
- 10.1.2.1.3** General conditions;
- 10.1.2.1.4** Layout;
- 10.1.2.1.5** Mobilization;
- 10.1.2.1.6** Submittals;
- 10.1.2.1.7** Bonds and insurance;
- 10.1.2.1.8** Close-out documentation;
- 10.1.2.1.9** Demolition;
- 10.1.2.1.10** Installation;
- 10.1.2.1.11** Rough-in;
- 10.1.2.1.12** Finishes;
- 10.1.2.1.13** Testing;
- 10.1.2.1.14** Punch list and acceptance.

**10.1.2.2** Divided by each of the following areas:

- 10.1.2.2.1** Site work;
- 10.1.2.2.2** By each building or area;
- 10.1.2.2.3** By each floor.

**10.1.3** The preliminary schedule of values shall not provide for values any greater than the following percentages of the Contract value:

- 10.1.3.1** Mobilization and layout combined to equal not more than 1%;
- 10.1.3.2** Submittals, samples and shop drawings combined to equal not more than 3%, bonds and insurance combined to equal not more than 2%.
- 10.1.3.3** Closeout documentation shall have a value in the preliminary schedule of not less than 5%.

**10.1.4** Notwithstanding any provision of the Contract Documents to the contrary, payment of the Contractor's overhead, supervision, general conditions costs, and profit, as reflected in the Cost Breakdown, shall be paid by the County in equal installments, based on percentage complete, with the disbursement of Progress Payments and the Final Payment.

**10.1.5** Contractor shall certify that the preliminary schedule of values, as submitted to the County, is accurate and reflects the costs as developed in preparing Contractor's bid. The preliminary schedule of values shall be subject to the County's review and approval of the form and content thereof. In the event that the County objects to any portion of the preliminary schedule of values, the County shall notify the Contractor, in writing, including by e-mail, of the County's objection(s) to the preliminary schedule of values. Within five (5) calendar days of the date of the County's written objection(s), Contractor shall submit a revised preliminary schedule of values to the County for review and approval. The foregoing procedure for the preparation, review, and approval of the preliminary schedule of values shall continue until the County has approved the entirety of the preliminary schedule of values.

**10.1.6** Once the preliminary schedule of values is approved by the County, this shall become the Schedule of Values. The Schedule of Values shall not be thereafter modified or amended by the Contractor without the prior consent and approval of the County, which may be granted or withheld in the sole discretion of the County.

**10.1.7 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.

**10.1.8 Safety Plan**

Contractor's Safety Plan specifically adapted for the Project. Contractor's Safety Plan shall comply with the following requirements:

**10.1.8.1** All applicable requirements of California Division of Industrial Safety ("CalOSHA") and/or of the United States Occupational Safety and Health Administration ("OSHA").

**10.1.8.1.1** All provisions regarding Project safety, including all applicable provisions of these General Conditions.

**10.1.8.2** Contractor's Safety Plan shall be in English and in the language(s) of the Contractor's and its Subcontractors' employees.

**10.1.9 Site Security and Logistics Plan**

**10.1.9.1** Contractor's Site Logistics and Security Plan, based on the Project's security requirements and to be approved by the County before commencement of the work shall comply with the following requirements and include, but not necessarily be limited to the following: Working Hours, Tool Control, Crew Size, Delivery Plan, Staging Area, Security Clearances, Cutting/Drilling/Demolition, Working around inmates, and Materials Control.

### **10.1.10 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.

### **10.1.11 General Requirements**

**10.1.11.1** Contractor must provide all schedules both in hard copy and electronically, in a format (for example, Microsoft Project or Primavera) approved in advance by the County.

**10.1.11.2** 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.

**10.1.11.3** 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.

**10.1.11.4** 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 Schedules**

**10.2.1** Upon request by the County, Contractor shall provide Monthly Progress Schedules 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 Schedules with all payment applications.

**10.2.3** No Application for Payment will be processed, nor shall any progress payments become due, until updated Project Master Schedules are accepted by the County's Representative.

## **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 bidding on this Work, 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**

**11.2.1** 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 bid, Contractor acknowledges that it has made a visual examination of Site and has made whatever tests Contractor deems appropriate to determine underground condition of the soil.

**11.2.2** 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 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**

**11.4.1** 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.

**11.4.2** 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.

**11.4.3** 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 Specifications.

**11.6 Sanitary Facilities**

Sanitary facilities shall be provided as indicated in the Specifications.

**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 Contract time.

**11.9 Existing Utility Lines**

**11.9.1** Pursuant to Government Code § 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 Plans and Specifications. Contractor shall not be assessed 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 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, with 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 conditions so that the County shall have the opportunity to decide how the County desires to proceed as a result of the conditions. 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 conditions.

#### **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 § 6705, if the Contract Price 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 § 6705, nothing in this Article 12 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 § 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 § 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 Change 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 in the Contract, but shall proceed with all work to be performed under the Contract. The Contractor



shall retain any and all rights provided either by Contract or by law that pertains to the resolution of disputes and protests.

### **13. INSURANCE AND BONDS**

#### **13.1 Insurance**

All insurance required of Contractor and/or its Subcontractors shall be in amounts set forth in the Special Conditions and shall include the provisions set forth in this paragraph 32.

##### **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 Managers, and Architects 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 within 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 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 Managers, and Architects 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 Subcontractors, if any, to procure and maintain similar Excess Liability Insurance with minimum limits equal to the amount required of the Contractor. Contractor shall verify Subcontractor's compliance.

##### **13.1.3 Workers' Compensation and Employers' Liability Insurance**

**13.1.3.1** In accordance with provisions of § 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 Subcontractors, if any, to procure and maintain Workers' Compensation Insurance and Employers' Liability Insurance for all employees of Subcontractors. 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 employees not otherwise protected before any of those employees commence work.

#### **13.1.4 Builder's Risk Insurance: Builder's Risk "All-Risk" Insurance**

Contractor shall procure and maintain, during the life of this Contract, Builder's Risk (Course of Construction), or similar first party property coverage acceptable to the County, issued on a replacement cost value basis. The cost shall be consistent with the total replacement cost of all insurable Work of the Project included within the Contract Documents. Coverage is to insure against all risks of accidental physical loss and shall include without limitation the perils of vandalism and/or malicious mischief (both without any limitation regarding vacancy or occupancy), sprinkler leakage, civil authority, sonic disturbance, earthquake, flood, collapse, wind, fire, war, terrorism, lightning, smoke, and rioting. Coverage shall include debris removal, demolition, increased costs due to enforcement of all applicable ordinances and/or laws in the repair and replacement of damaged and undamaged portions of the property, and reasonable costs for the Architect's and engineering services and expenses required as a result of any insured loss upon the Work and Project, including completed Work and Work in Progress, to the full insurable value thereof.

#### **13.1.5 Proof of Carriage of Insurance and Other Requirements: Endorsements and Certificates**

**13.1.5.1** Contractor shall not commence Work nor shall it allow any Subcontractor to commence Work under this Contract, until Contractor and its Subcontractors 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.

**13.1.5.2** Endorsements, certificates, and insurance policies shall include the following:

**13.1.5.2.1** 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, modification, cancellation or reduction may not be less than thirty (30) days after date of mailing notice.”

**13.1.5.2.2** Language stating, in particular, those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancelation and reduction notice will be sent, and length of notice period.

**13.1.5.3** All endorsements, certificates and insurance policies shall state that County, its Supervisors, employees, and agents, Construction Manager(s), and Architect(s) are named additional insureds under all policies except Workers’ Compensation Insurance and Employers’ Liability Insurance. Contractor’s and Subcontractors’ insurance policies shall be primary and non-contribution to any insurance or self-insurance maintained by County, its Supervisors, employees and/or agents, Construction Managers, and Architects. All endorsements shall waive any right to subrogation against any of the named additional insureds.

**13.1.5.4** All policies shall be written on an occurrence form.

## **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 Contract Price 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 Contract Price 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 included in the Bid and Contract Price.

**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.

## **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 ONE (1) year after the later of the following dates:

**14.1.2.1** The date of completion as defined in Public Contract Code § 7107, subdivision (c),

**14.1.2.2** The commissioning date for the 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 Document 00 65 36 Warranty Form, from date of completion as defined in (2)(a) 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 the expense of Contractor and/or Surety who hereby agree to pay costs and charges therefore immediately on demand. The 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 do 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 California law, the Contractor shall indemnify, defend with legal counsel reasonably acceptable to the County, keep and hold harmless the County 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 ("Indemnitees"), against all suits, claims, liabilities, damages, losses, and expenses caused by, arising out of, resulting from, or incidental to, the performance of the Work under this Contract by the Contractor or its Subcontractors to the full extent allowed by the laws of the State of

California, and not to any extent that would render these provisions void or unenforceable, including, without limitation, any such suit, claim, damage, loss, or expense attributable to, without limitation, bodily injury, sickness, disease, death, alleged patent violation or copyright infringement, or to injury to or destruction of tangible property (including damage to the Work itself) including the loss of use resulting therefrom, except to the extent caused solely by the negligence, or willful misconduct of the Indemnitees. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. This agreement and obligation of the Contractor shall not be construed to negate, abridge, or otherwise reduce any right or obligation of indemnity that would otherwise exist as to any party or person described herein. This indemnification, defense, and hold harmless obligation includes any failure or alleged failure by Contractor to comply with any provision of law or the Contract Documents, including, without limitation, any stop notice actions, or liens by the California Department of Labor Standards Enforcement. 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 provisions herein, if the Contractor's agreement to indemnify, defend, and hold harmless the Indemnitees 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, 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 Indemnitees, the Contractor shall be and remain fully liable on its agreements and obligations 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 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 ninety (90) 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.

**15.1.2** In the event that the County desires to postpone issuing the Notice to Proceed beyond this 90-day 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 items 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 Contract 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 elsewhere prior to the effective date of insurance and bonds. 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 Contract 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 the Agreement for each calendar day of delay in completion, whether substantial or final completion. Contractor and its Surety shall be liable for the amount thereof pursuant to Government Code § 53069.85.

## **16.2 Excusable Delay**

**16.2.1** Contractor shall not be charged for liquidated damages because of 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 § 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 extensions of time for completing Work when, in its judgment, the findings of fact justify an extension. Extensions 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 Contract 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 or 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**



**16.3.1** Contractor is aware that governmental agencies, including, without limitation, the Authorities having Jurisdiction (AHJ), 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.

**16.3.2** Contractor shall only be entitled to compensation for delay when all of the following conditions are met:

**16.3.2.1** The County is solely responsible for the delay;

**16.3.2.2** The delay is unreasonable under the circumstances involved;

**16.3.2.3** The delay was not within the contemplation of County and Contractor; and

**16.3.2.4** 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 Drawings, Specifications, or in the Work without an executed Change 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 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 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 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 Drawings and Specifications.

**17.1.2** Contractor shall perform immediately all work that has been authorized by a fully executed Change 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 Order result in an increase in the Contract Price, the cost of that Change Order shall be agreed to, in writing, in advance by Contractor and County and be subject to the monetary limitations set forth in Public Contract Code § 20137. In the event that Contractor proceeds with any change in Work without a Change Order executed by the County or a Construction Change Directive, Contractor waives any claim for additional compensation or time for that additional work.
- 17.1.4** 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 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 an extension of the Contract Time, or a change that is inconsistent with the intent of the Contract Documents. These changes shall be effected by written Change Order, Construction Change Directive, or by Architect's responses to RFIs.

**17.3 Change 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.

**17.4 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, order changes in the Work consisting of additions, deletions, or other revisions. 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.

**17.5 Force Account Directives**

**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 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 representatives 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 overhead 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 representatives 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 in 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 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, 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 Contract Price and the Contract 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**

#### **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 Change 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 conditions 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 conditions were actually unknown and/or unforeseen and that the conditions 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 PCO.

### **17.8 Format for Proposed Change**

**17.8.1** The following format shall be used as applicable by the County and the Contractor (for example, Change Orders or PCOs) to communicate proposed additions and deductions to the Contract, supported by attached documentation. In no case shall the Contractor’s total mark-up exceed 26.5%.

	<b><u>SUBCONTRACTOR PERFORMED WORK</u></b>	<b><u>ADD</u></b>	<b><u>DEDUCT</u></b>
(a)	<b><u>Material</u></b> (attach itemized quantity and unit cost plus sales tax)		
(b)	<b><u>Add Labor</u></b> (attach itemized hours and rates, fully encumbered)		
(c)	<b><u>Add Equipment</u></b> (attach suppliers' invoice)		
(d)	<b><u>Subtotal</u></b>		
(e)	<b><u>Add Subcontractor's overhead and profit</u></b> , not to exceed ten percent (10%) of item (d)		
(f)	<b><u>Subtotal</u></b>		
(g)	<b><u>Add Contractor's overhead and profit</u></b> , not to exceed ten percent (10%) of Item (f)		
(h)	<b><u>Subtotal</u></b>		
(i)	<b><u>Add Bond and Insurance</u></b> , not to exceed one percent (1%) of Item (h)		
(j)	<b><u>TOTAL</u></b>		
(k)	<b><u>Time</u></b>	<b><u>Days</u></b>	
	<b><u>CONTRACTOR PERFORMED WORK</u></b>	<b><u>ADD</u></b>	<b><u>DEDUCT</u></b>
(a)	<b><u>Material</u></b> (attach itemized quantity and unit cost plus sales tax)		
(b)	<b><u>Add Labor</u></b> (attach itemized hours and rates, fully encumbered)		
(c)	<b><u>Add Equipment</u></b> (attach suppliers' invoice)		
(d)	<b><u>Subtotal</u></b>		
(e)	<b><u>Add Contractor's overhead and profit</u></b> , not to exceed ten percent (10%) of item (d)		
(f)	<b><u>Subtotal</u></b>		
(g)	<b><u>Add Bond and Insurance</u></b> , not to exceed one percent (1%) of Item (f)		
(h)	<b><u>TOTAL</u></b>		
(i)	<b><u>Time</u></b>	<b><u>Days</u></b>	

## 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 § 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 Change Order Cost**

The amount of the increase or decrease in the Contract Price from a Change Order, if any, shall be determined by one or more of the following ways as applicable to a specific situation and at the County's discretion:

- 17.10.1** County acceptance of a PCO;
- 17.10.2** By unit prices contained in Contractor's original bid;
- 17.10.3** By agreement between County and Contractor.

**17.11 Allowable Costs**

Allowable costs for any change order shall be limited to the following:

- 17.11.1** Costs of labor, including social security, Medicare, and unemployment insurance, fringe benefits, required workers' compensation insurance.
- 17.11.2** Costs of first line supervision labor, including labor burden as described in paragraph 1. "First-Line Supervision" shall mean a working foreman or lead craft worker other than the project superintendent;
- 17.11.3** Actual costs of the project superintendent associated with any period of compensable delay caused by issuance of the change order. In the absence of a compensable delay, all of the project superintendent's time is considered to have been paid for as part of the overhead;
- 17.11.4** Actual costs of materials, including sales tax and delivery;
- 17.11.5** Rental costs of machinery and equipment, exclusive of small tools, whether rented from the Contractor or others. For Contractor and Subcontractor-owned equipment, payment will be made at rental rates listed for equipment in California Department of Transportation official equipment rental rate schedule. For rental equipment, payment will be made based on actual rental invoices. Rental rates paid shall be deemed to cover cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance and all incidentals;
- 17.11.6** Overhead and Profit as specified below. "Overhead" shall include the following:

**17.11.6.1** Preparation of all paperwork related to changes in the Work, including field review, estimating and cost breakdown; coordination and supervision, both office and field, including the project superintendent; vehicles including has and maintenance; small tools, incidentals and consumables; engineering, detailing, and revisions to shop drawings and as-built drawings; general office expense; extended and unabsorbed home office overhead; warranty, all taxes; and all other expenses not specifically described in paragraph 17.11 items 17.11.1 through 17.11.5.

**17.11.6.2** The actual costs of insurance premiums required by this contract and associated with the change order work will be reimbursed by the County

**17.11.7** Upon receipt of a PCO or Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Construction Manager within seven (7) calendar days of the Contractor's agreement or disagreement with the method, if any, provided in the PCO or Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

**17.11.8** Failure to respond to and return a PCO or Change Directive to the County within (7) days indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

## **17.12 Deductive Change Orders**

All deductive Change Orders must be prepared pursuant to the provisions herein. If Contractor offers a proposed amount for a Deductive Change Orders, Contractor shall include a minimum of five percent (5%) total profit and overhead to be deducted with the amount of the work of the Change Orders. If Subcontractor work is involved, Subcontractors shall also include a minimum of five percent (5%) profit and overhead to be deducted with the amount of its deducted work. Any deviation from this provision shall not be allowed.

## **17.13 Discounts, Rebates, and Refunds**

For purposes of determining the cost, if any, of any change, addition, or omission to the Work hereunder, all trade discounts, rebates, refunds, and all returns from the sale of surplus materials and equipment shall accrue and be credited to the Contractor, and the Contractor shall make provisions so that such discounts, rebates, refunds, and returns may be secured, and the amount thereof shall be allowed as a reduction in the Contractor's cost in determining the actual cost of construction for purposes of any change, addition, or omission in the Work as provided herein.

## **17.14 Accounting Records**

With respect to portions of the Work performed by Change Orders and Construction Change Directives, the Contractor shall keep and maintain cost-accounting records satisfactory to the County, which shall be available to the County on the same

terms as any other books and records the Contractor is required to maintain under the Contract Documents.

### **17.15 Notice Required**

If the Contractor desires to make a claim for an increase in the Contract Price or any extension of the Contract 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 the Contract Price or extension of the Contract Time resulting from such claim shall be authorized by a Change Order.

### **17.16 Applicability to Subcontractors**

Any requirements under this Article shall be equally applicable to Change Orders, or Construction Change Directives issued to Subcontractors by the Contractor to the extent as required by the Contract Documents.

### **17.17 Alteration to Change Order Language**

Contractor shall not alter Change Orders or reserve time in Change Orders. Contractor shall execute finalized Change Orders and proceed under the provisions herein with proper notice.

### **17.18 Failure of Contractor to Execute Change Order**

Contractor shall be in default of the Contract if Contractor fails to execute a Change Order when the Contractor agrees with the addition and/or deletion of the Work in that Change Order.

## **18. REQUEST FOR INFORMATION**

### **18.1 Contractor**

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 Architect's or Engineer'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 Documents, including Specification sections, details, page numbers, drawing numbers, sheet numbers, 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, Contract 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**

The Contract Price is stated in the Agreement and, including authorized adjustments, is the total amount payable by the County to the Contractor for performance of the 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 (or each portion thereof) in accordance with the Schedule of Values. Such application shall be notarized, if required, and supported by the following 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 the 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 § 10.2 above;

**19.2.1.1.7** The additions to and subtractions from the Contract Price and Contract Time;

**19.2.1.1.8** A total of the retention 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 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 § 8132 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 § 8134 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 § 12650 et seq., for information provided with any Application for Progress Payment.

**19.2.3 Prerequisites for Progress Payments**

**19.2.3.1** First Payment Request: The following items, if applicable, must be completed before the County will accept or process the Contractor's first payment request:

**19.2.3.1.1** Installation of the Project sign, if required;

**19.2.3.1.2** Installation of field office;

**19.2.3.1.3** Installation of temporary facilities and fencing;

**19.2.3.1.4** Schedule of Values;

**19.2.3.1.5** Contractor's Construction Schedule in conformance with § 10.1.1 above;

**19.2.3.1.6** Schedule of unit prices, if applicable;

**19.2.3.1.7** Submittal Schedule;

**19.2.3.1.8** Receipt by Architect of all submittals due as of the date of the payment application;

- 19.2.3.1.9 Copies of necessary permits;
- 19.2.3.1.10 Copies of authorizations and licenses from governing authorities;
- 19.2.3.1.11 Initial progress report;
- 19.2.3.1.12 Surveyor qualifications;
- 19.2.3.1.13 Written acceptance of County's survey of rough grading, if applicable;
- 19.2.3.1.14 List of all Subcontractors, with names, license numbers, telephone numbers, and Scope of Work;
- 19.2.3.1.15 All bonds and insurance endorsements;
- 19.2.3.1.16 Resumes of Contractor's project manager, and if applicable, job site secretary, record documents recorder, and job site superintendent; and
- 19.2.3.1.17 Safety plan.

**19.2.3.2** 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 § 10.2 above.

**19.2.3.3** 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 by the County as retention. 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 by the Contractor, the County shall pay interest to the Contractor equivalent to the legal rate set forth in subdivision (a) of § 685.010 of the Code of Civil Procedure.

### **19.3.3 No Waiver**

No payment by County hereunder shall be interpreted 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 or the Contractor's surety 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 § 14.1 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 Contract Price or by the completion date;
- 19.4.1.5 Damage to the County or other contractors;
- 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 Change 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 § 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, utility changes or permits;
- 19.4.1.17 Failure to pay Subcontractors or suppliers as required by law and by the Contract Documents; or
- 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, at 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 Contract 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 Contract Price (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 those grounds. 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 § 7108.5 and Public Contract Code § 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/or 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 or supplier of any tier, any obligation from the County to such Subcontractor or supplier, or rights in such Subcontractor or supplier against the County.

## **20. COMPLETION OF THE WORK**

### **20.1 Completion**

- 20.1.1** County will accept completion of the Contract 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 Contract 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 final 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 items 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 Contract Price 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 are 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** The grounds are 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.

**20.3.3.14** Any other items contained in the Scope of Work.

#### **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, including after Substantial Completion. 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. The County and Contractor 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 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:

- 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 Notices 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 § 8136 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 § 8134 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 § 22300.

#### **21.4 Substitution of Securities**

The County will permit the substitution of securities in accordance with the provisions of Public Contract Code § 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, which may include 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 Contract Price or Contract 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 it 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 Change Order, be charged to the County. If that Work is not in accordance with Contract Documents, the Contractor shall pay these costs without a change in the Contract Time, 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 nonconforming 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 the expense 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 payments 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 Document 00 65 36 Warranty Form, after the date of Final Completion of the Work or a designated portion thereof, or after the date of 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 warranty period of one (1) year 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 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 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.

**23.3.2** If it is found at any time, before or after completion of the Work, that Contractor has varied from the Drawings 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 used, County may require, at its option:

**23.3.2.1** That all 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; or

**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 by the Drawings or 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 Change 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 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 terminate the Contractor's right to perform the 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 the 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 comply 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 is 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 is or its Subcontractors 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 of 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) calendar days after the service of the notice, any and all conditions shall cease, and any and all violations shall cease, or arrangement satisfactory to County for the correction of the conditions and/or violations be made, this Contract shall cease and terminate. Upon the County's 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) calendar 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 the 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 the Work as herein provided, County may, without liability for so doing, take possession of and utilize in completing the Work such materials, appliances, plan, and other property belonging to Contractor as may be on the Site of the Work, in bonded 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 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, 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, Contractor and Surety shall pay the difference to County within twenty-one (21) calendar 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 as a 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 upon three (3) calendar 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:

**24.2.1.1** The actual cost of labor, materials, and services performed that is unpaid and can be properly documented through timesheets, invoices, receipts, or otherwise, and

**24.2.1.2** Five percent (5%) of the total cost of work performed as of the date of termination, or five percent (5%) of the value of the Work yet to be performed, whichever is less. This five percent (5%) amount shall be full compensation for all Contractor's and its Subcontractors' mobilization and demobilization costs and any anticipated lost profits resulting from termination of the Contractor for convenience.

**24.3 Emergency Termination of Public Contracts Act of 1949**

**24.3.1** This Contract is subject to termination as provided by §§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** § 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** § 4411 of the Government Code states, in part:

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 in 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** The attention of the Contractor is drawn to Government Code § 12650, et seq. regarding penalties for false claims.

**25.3.2** 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.

**25.3.3** Contractor shall bind all its Subcontractors, material persons, and suppliers to the provisions of this section regarding mediation and arbitration and will hold the County harmless against disputes and claims by Subcontractors, material persons, and 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, 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 the Contractor and the County, 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; provided however, that if

County fails to timely respond then the claim is deemed rejected in its entirety.

**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 § 25.4 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 bear 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.

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

**26.1 Wage Rates, Travel, and Subsistence – (For Projects over \$1M see also PROJECT STABILIZATION/ COMMUNITY BENEFITS AGREEMENT of the COUNTY OF ALAMEDA Document 00 73 13B).**

**26.1.1** Pursuant to the provisions of Article 2 (commencing with § 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 is 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 § 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 § 1773 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 § 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 § 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 § 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 stipulates that it shall comply with all requirements of Project Stabilization/Community Benefits Agreement (**For projects over \$1M**) of the County of Alameda, 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:

**26.1.10.1** Wage rate and fringe benefit payments and classification for that person's corresponding labor classification as required by the Department of Industrial Relations;

**26.1.10.2** 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 (**For projects over \$1M**) and California Labor Code.

**26.1.11** 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 (**For projects over \$1M**), Contractor shall pay the higher wage rate and fringe benefits.

## **26.2 Hours of Work**

**26.2.1** As provided in Article 3 (commencing with § 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 § 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 with § 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 and all Subcontractors shall use the Compliance System to meet County's requirements and shall participate in training as directed by County to become and remain competent in the use of the Compliance System.
- 26.3.2** Pursuant to the provisions of § 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"), 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 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 Subcontractors 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 Subcontractors 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 the employee's 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 copying; provided, however, that a request by the public shall be made through either the County, Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested CPRs have not been provided, 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 §§1771, 1811, and 1815 for any work performed by our employees on the Project.

Date:

Signature:

(Title 8 § 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 copying 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 § 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 § 1777.5, then this Contract is governed by the provisions of Labor Code § 1777.5. It shall be the responsibility of Contractor to ensure



compliance with this Article and with Labor Code § 1777.5 for all apprenticeship occupations.

- 26.4.2** Apprentices of any crafts or trades may be employed and, when required by Labor Code § 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 the apprentice is employed, and shall be employed only in the work of the craft or trade to which the apprentice is registered.
- 26.4.4** Only apprentices, as defined in § 3077 of the Labor Code, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing at § 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 the apprentice is training.
- 26.4.5** Pursuant to Labor Code § 1777.5, if that section applies to this Contract, Contractor and any Subcontractors employing workers in any apprenticeable 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 § 1777.5, if that section applies to this Contract, 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 § 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 § 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 § 3073.9, 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 Article 2 (commencing with §3075) of Division 4, Chapter 4 of the Labor Code, and §§1777.5, 1777.6, and 1777.7 of the Labor Code, and title 8, California Code

of Regulations, §200 et seq. Questions may be directed to the State Division of Apprenticeship Standards, 1515 Clay St, 19th floor, Ste 1902, Oakland, California 94612, (415) 703-4920.

## **26.5 Non-Discrimination**

**26.5.1** Contractor agrees not to discriminate in its recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status 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 §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.

## **26.6 Labor Medical Services and First Aid**

Contractor shall maintain emergency medical services and 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.), the California Occupational Safety and Health Act of 1973, and applicable regulations including (8 Cal. Code of Regs., §. 3400).

## **27. MISCELLANEOUS**

### **27.1 Assignment of Antitrust Actions**

**27.1.1** §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 § 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with § 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

**27.1.2** § 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 § 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with § 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** § 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** § 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 Public Contract Code §7103.5 and Government Code §4550, the “public purchasing body” is the 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 (a) that County is a political subdivision of the State for the purposes of such exemption, and (b) that the sale is for the exclusive use of County. No Federal Excise Tax for such materials shall be included in any Contract Price.

**27.3 Taxes**

Contract Price shall include all applicable sales taxes or other taxes that may be due in accordance with the California Revenue and Taxation Code; 18 California Code of Regulations §1521, or any other applicable tax code.

**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 Contract Price shall be all inclusive (including sales tax), and no additional costs of any type will be considered.

END OF DOCUMENT

**SPECIAL CONDITIONS**

**1. Mitigation Measures**

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.)

**2. Substitution for Specified Items**

- 2.1. Requests for substitutions prior to award of the Contract shall be made within the time period indicated in the Instructions to Bidders (Document 00 21 13, paragraph 20). Requests for substitutions after award of the Contract shall be made within **THIRTY-FIVE (35)** days of the date of the Notice of Award.
- 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 change 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 § 3400(b) and 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 Contract Price or Contract Time. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract 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 Change 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 Contract Price or Contract 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	<u>11</u>	July	<u>0</u>
February	<u>10</u>	August	<u>0</u>
March	<u>10</u>	September	<u>1</u>
April	<u>6</u>	October	<u>4</u>

May	<u>3</u>	November	<u>7</u>
June	<u>1</u>	December	<u>10</u>

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:

<b>Commercial General Liability</b>	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Product Liability and Completed Operations	\$1,000,000
<b>Automobile Liability – Any Auto</b>	Combined Single Limit	\$1,000,000
<b>Excess Liability</b>		\$1,000,000
<b>Workers Compensation</b>		Statutory limits pursuant to state law
<b>Employers’ Liability</b>		\$1,000,000
<b>Builders Risk (Course of Construction)</b>		Issued for the value of the Contract

5. **Permits, Certificates, Licenses, Fees, Approval**

- 5.1 **Payment for Permits, Certificates, Licenses, and Fees.** As required in the General Conditions (Document 00 72 13), the Contractor shall secure and pay for all permits, licenses and certificates necessary for the prosecution of the Work.

6. **Work Restrictions**

- 6.1 Hours of Work: The Standard work schedule is an 8-hour day which may be 7:00 a.m. to 4:30 p.m. or 6:00 a.m. to 2:30 p.m., Monday through Friday. If Contractor would prefer to work an alternative schedule, they must submit a formal request in writing and obtain approval from the County.
- 6.2 Access to Site during construction shall be through the north parking lot, with access controlled by Central Point 52 (CP 52). For additional security site clearance

process, refer to Document 00 73 13A and its Exhibits A.1-A.4 Security Site Clearance Requirements of this Document 00 73 13.

- 6.3 Phasing and Scheduling: Contractor shall coordinate with the County to ensure a reasonable schedule that accommodates the Alameda County Sheriff's Office (ACSO) operations.
- 6.4 All work must be performed in accordance with Document 00 73 13, Exhibit A.2 (Consultant/Contract Personnel Agreement) Alameda County Sheriff's Office Special Projects unit Detention and Corrections Division Consultant/Contract Personnel Agreement.
- 6.5 All Work must be performed in accordance with Document 00 73 13, Exhibit A.3 (PREA Overview for Contractors/Volunteers).
- 6.6 All required security procedures must be followed by all contractors and vendors in accordance with Document 00 73 13A, Exhibit A.4 "REQUIRED SECURITY PROCEDURES FOR CONTRACTORS AND VENDORS WORKING AT SANTA RITA JAIL."

## **7. Project Labor Agreement**

- 7.1 Contractor stipulates that it shall comply with all requirements of FIRST AMENDED and RESTATED PROJECT STABILIZATION/COMMUNITY BENEFITS AGREEMENT of the COUNTY OF ALAMEDA (PSCBA) dated October 6, 2020, 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:
  - 7.1.1 Wage rate and fringe benefit payments and classification for that person's corresponding labor classification as required by the Department of Industrial Relations;
  - 7.1.2 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.
  - 7.1.3 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, Design Builder shall pay the higher wage rate and fringe benefits.
- 7.2 FIRST AMENDED and RESTATED PROJECT STABILIZATION/COMMUNITY BENEFITS AGREEMENT of the COUNTY OF ALAMEDA (PSCBA) dated October 6, 2020, included as Document 00 73 13B.

END OF DOCUMENT



**SECURITY SITE CLEARANCE REQUIREMENTS**

**1. Summary**

- 1.1. Any Contractor personnel who intend to perform any work in County detention facilities must successfully pass and maintain, to the satisfaction of the Alameda County Sheriff's Office (ACSO), a security and background check performed by ACSO ("Clearance") prior to being granted entry to the Site. Clearance is determined on an individual employee basis, not for a contractor or subcontractor. Once obtained, this clearance must be renewed on an annual basis.
- 1.2. Contractor shall be notified if clearance is denied for any individual.
- 1.3. **Contractor's employees shall submit the County Security Site Clearance forms 14 calendar days prior to working on any Alameda County detention facility. On the first day of work on Site, each Contractor employee must complete and submit to the County a Consultant/Contract Personnel Agreement and the PREA Overview for Contractors/Volunteers forms.**
- 1.4. The Contractor and each subcontractor at all tiers must complete and submit all forms required by the ACSO included in this Document 00 73 13A.

**2. Pre-Bid Site Visit**

- 2.1. All participants must have successfully passed and/or maintain current security and background site clearance to the current satisfaction of ACSO prior to attending the pre-bid site visit. Refer to Notice to Bidders, Document 00 11 16 for submission dates.
- 2.2. Site clearance takes approximately ten (10) business days to process. If you do not have site clearance, please e-mail the completed security clearance form to: [ACSOSiteClearance@acgov.org](mailto:ACSOSiteClearance@acgov.org) and notify the County's Project Manager and Construction Manager for tracking purposes. If you have any additional questions, contact [David Barba at David.Barba@acgov.org](mailto:David.Barba@acgov.org).

END OF DOCUMENT

**SECURITY CLEARANCE FORM 2023**

**1. Security Site Clearance Process**

All Santa Rita Jail visitors, including contractors, subcontractors and their employees, must complete a questionnaire (Detention and Correction Site Clearance Form) before entering the facility.

**2. Contractors or Employers (Full time or part time).**

All Santa Rita Jail Contractors, Subcontractors, and their employees must complete a Detention and Correction Site Clearance Form in its entirety and e-mail the security clearance form to the Classification Unit: ACSOSiteClearance@acgov.org. Do not fax the form as it is no longer an option.

- 2.1. Once the form is received, Sheriff's Office personnel will process the application and forward it to their supervisor for approval:
  - 2.1.1. The supervisor will review the application and determine if it meets the criteria for approval.
  - 2.1.2. If the application is approved, the applicant will be notified.
  - 2.1.3. If the supervisor determines the applicant does not meet the criteria for approval, the supervisor will forward the application to the supervising lieutenant for review.
  - 2.1.4. The supervising lieutenant will review the application and determine on a case-by-case basis if the applicant can be approved.
  - 2.1.5. If the supervising lieutenant confirms the applicant does not meet the criteria for approval, the applicant will be denied.
  - 2.1.6. If the application is denied, the applicant will be notified of the denial and provided information on the appeal process.

**3. Appeal Process**

- 3.1. The applicant may appeal the decision to deny the application to the facility Commanding Officer by submitting both of the following:
  - (a) A formal letter explaining why the Commanding Officer should make an exception to allow the applicant into the facility, and
  - (b) Three (3) character letters of reference.
- 3.2. After receipt of the appeal documents, the facility Commanding Officer will consult with the Division Commander for the final decision. The applicant will be notified of final decision.

END OF DOCUMENT

**ALAMEDA COUNTY SHERIFF'S OFFICE DETENTION AND CORRECTIONS SECURITY CLEARANCE FORM**

New

**ALAMEDA COUNTY SHERIFF'S OFFICE**



Renewal

**DETENTION AND CORRECTIONS SECURITY CLEARANCE FORM**

Please print or type all entries. Please complete this form in its entirety. Illegible or incomplete forms will be returned. Any additional information may be attached to the application					
<b>Purpose of obtaining security clearance</b>					
<input type="checkbox"/> Inmate Services Volunteer or Service Provider	<input type="checkbox"/> Santa Rita Jail Contractor or Employer	<input type="checkbox"/> Santa Rita Jail Tour Group			
Agency / Company Name:		Procurement Contract #:			
Are you an employee of an organization that has an AB109 or other county contract? <input type="radio"/> Yes <input type="radio"/> No					
Job Title:			Supervisor:		
Reason for Visit:					
<b>Personal Information</b>					
Last:	First:	MI:	Race:	Sex:	
DOB:	SSN:	CDL/ID:	State:		
Address:		City:	Zip:		
Contact Phone #:	E-mail:				
Employer:	Job Title:				
Emergency Contact:		Phone #:			
<b>*** FAILING TO LIST AN ARREST OR CONVICTION MAY BE BASIS FOR DENIAL ***</b>					
Do you have any family members or personal friends in custody in the Alameda County Jail System?				YES <input type="checkbox"/>	NO <input type="checkbox"/>
Have you ever been arrested, charged, or convicted of any criminal offense?				YES <input type="checkbox"/>	NO <input type="checkbox"/>
Have you ever engaged in any type of sexual abuse in any confinement setting?				YES <input type="checkbox"/>	NO <input type="checkbox"/>
Have you been found civilly liable for engaging in any form of sexual abuse?				YES <input type="checkbox"/>	NO <input type="checkbox"/>
Have you been civilly or administratively adjudicated to have engaged in sexual abuse in any confinement facility?				YES <input type="checkbox"/>	NO <input type="checkbox"/>
Have you used any illegal narcotics within the last three years?				YES <input type="checkbox"/>	NO <input type="checkbox"/>
Are you currently on probation or parole?				YES <input type="checkbox"/>	NO <input type="checkbox"/>
<i>If you answered yes to any of the above questions, please explain below:</i>					
<b>Policy Acknowledgement</b>					
I certify that the statements contained herein are true. I understand that any false or inaccurate information may result in the denial of my application. I authorize the Office of the Sheriff to conduct any investigation to confirm the above listed information. I authorize the release of all confidential documents to the Alameda County Sheriff's Office to determine my eligibility for a security site clearance. I understand that I am subject to and give my consent to be searched, including my personal affects and vehicle while I am on Sheriff's Office Property. <b>I acknowledge that I will notify the Sheriff's Office in writing within 24 hours, if anyone I know comes into custody within the Alameda County Jail System.</b>					
Applicant Signature:				Date:	
<b>Office Use Only</b>					
DMV:	REMARKS:				
WARRANTS:	REMARKS:				
FBI:	REMARKS:				
CII:	REMARKS:				
Processed By:	Badge #:	Date:			
Reviewed by Sergeant:	Badge #:	Date:	APPROVED <input type="checkbox"/>	DENIED <input type="checkbox"/>	
Reviewed by Lieutenant:	Badge #:	Date:	APPROVED <input type="checkbox"/>	DENIED <input type="checkbox"/>	
<b>Appeal Process</b>					
Facility Commanding Officer:		Date:	APPROVED <input type="checkbox"/>	DENIED <input type="checkbox"/>	
Division Commander:		Date:	APPROVED <input type="checkbox"/>	DENIED <input type="checkbox"/>	

For Classification, email completed form to: ACSOSiteClearance@acgov.org

Revised 10/2023

**CONSULTANT/CONTRACT PERSONNEL AGREEMENT**



ALAMEDA COUNTY SHERIFF'S OFFICE  
Special Projects Unit  
Detention and Corrections Division



**CONSULTANT/CONTRACT PERSONNEL AGREEMENT**

All consultants and/or contract personnel (herein designated Agents of the Detention and Corrections Division) who are authorized entry into a jail facility, or who are in the proximity of inmates incarcerated in a jail facility, shall agree to abide by Detention and Corrections Division policies, rules, and regulations, and the requirements of confidentiality at all times. Sheriff's personnel are in absolute authority, full cooperation is expected. Failure to observe these rules shall result in immediate removal from the job site by Sheriff's personnel.

The Agents of the Detention and Corrections Division shall agree to:

- Act responsibly within the institution and follow all directions from Sheriff's personnel.
- Sign in and out at the designated control station, when applicable.
- The taking of pictures/video must be preapproved by Sheriff's Personnel and are subject to review.
- Alert detention staff if an inmate makes a statement threatening to harm him/herself or another person.
- Refrain from personal and social involvement with inmates by:
  - Refusing to deliver oral or written messages to and from inmate.
  - Not becoming involved in personal, legal, or family activities.
- Per the Prison Rape Elimination Act (PREA) of 2003, report all allegations of knowledge of sexual abuse, harassment, or any sexual misconduct involving inmates that take place within any Sheriff's office facility.
- Maintain confidentiality relative to operational procedures concerning jail safety and security issues.
- Maintain confidentiality relative to personal information concerning detention staff.
- If unable to appear for a scheduled appointment, notify the Special Projects staff.
- You may not bring any form of alcohol, drugs, drug paraphernalia, or firearms/weapons on jail property at any time.
- Do not introduce contraband into the facility.
- Leave personal items and other non-essential items in locked vehicles. Bring in only appropriate identification, keys, and materials needed to accomplish job duties and responsibilities. Vehicles and any storage compartments (ie. Toolboxes) must be locked at all times.
- Be security conscious by:
  - Reporting anything, which appears out of the ordinary
  - Complying with security procedures or decisions made by security personnel.
- You are responsible for security of your tools at all times.
  - You must have a complete inventory list of all tools carried with you or within your vehicle. This includes any equipment you are using such as ladders, hoses, hand tools, power tools, anything carried on a belt or in a bucket or tool box. Your toolbox must be locked at all times when not in use. Any Deputy at Santa Rita Jail has the right to see the list and compare it to your tools and equipment at any time.
  - Missing tools and equipment will be reported to Sheriff's Personnel immediately.
  - Never leave your tools unattended. Everything you bring to the site must be picked up and put in a locked enclosure such as you vehicle or other designated location when you go to lunch, take a break, or leave at the end of the day. ***Remember, any tool can be used as a weapon!***
- Ensure the activity area is left in a clean and neat condition.

I agree to abide by the Sheriff's Office Detentions and Corrections Division policies, rules and regulations, and State Penal Code and the listed responsibilities at all times. Everyone entering the secured area is subject to search of their person and vehicle.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

Revised 12/7/15

DOCUMENT 00 73 13A – EXHIBIT A.3  
**PREA OVERVIEW FOR CONTRACTORS**

**PRISON RAPE  
ELIMINATION  
ACT (PREA) OF  
2003**

**PREA  
Overview for  
Contractors,  
Volunteers  
and Staff**



**EDUCATING  
PREVENTING  
REPORTING  
RESPONDING**

January 2023

1. Have you ever engaged in any type of sexual abuse in any confinement setting?  Yes  No
2. Have you ever been found civilly liable for engaging in any form of sexual abuse?  Yes  No
3. Have you ever been civilly or administratively adjudicated to have engaged in sexual abuse in any type of confinement facility?  Yes  No

4. I understand that I have a continuing affirmative duty to disclose any past or ongoing misconduct with inmates.  Yes  No

**MY SIGNATURE ON THIS DOCUMENT CERTIFIES THAT MY ANSWERS ABOVE ARE TRUE AND THAT I HAVE READ AND UNDERSTAND THE INFORMATION CONTAINED IN THIS BROCHURE ABOUT PREA. ALL OF MY QUESTIONS HAVE BEEN ANSWERED ABOUT PREA.**

**ALAMEDA COUNTY  
DETENTION AND  
CORRECTIONS DIVISION**

Santa Rita Jail  
5325 Broder Boulevard  
Dublin, CA 94568  
925-551-6500

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
COMPANY/AGENCY

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
STAFF ACCEPTING DOCUMENT

\_\_\_\_\_  
ON-SITE START DATE (Staff Use Only)

## Key Points

The law provides guidelines to detect, prevent, identify and deter incidents of sexual abuse and sexual assault in detention facilities. It also requires information and resources to protect individuals from prison rape.

- The Alameda County Sheriff's Office has a **zero-tolerance** policy relating to illegal sexual acts, sexual harassment, or sexual misconduct of those in our custody and in our employment (applies to staff-inmate sexual relationships **and** inmate-inmate sexual relationships).
- Provide a safe environment for inmates and staff.
- Sexual activities and sexual assaults between inmates and staff or between inmates are against our institutional policy.
- All alleged sexual assaults are taken seriously and will be immediately reported, documented and investigated.
- It is our agency's responsibility to refer substantiated cases for prosecution.
- It is the responsibility of all staff, contractors, and volunteers to take these matters seriously if they are brought to your attention and to act on them immediately.
- At a minimum, you are to notify sworn staff of the situation **IMMEDIATELY!**
- All contractors, volunteers, and staff shall have a continuing affirmative duty to disclose any past or on-going instances of misconduct with any inmate.

**Staff sexual misconduct** is any behavior or act of a sexual nature directed toward an offender by personnel, including:

- Romantic relationships between any personnel and offenders.
- Consensual or nonconsensual sexual acts.
- Completed, attempted, threatened, or requested sexual acts.
- Occurrences of indecent exposure, invasion of privacy or voyeurism.

### What is Sexual Harassment?

Any verbal statements or comments of a sexual nature to an offender by authorized personnel, including:

- Demeaning references to gender or derogatory comments about body or clothing; or
- Profane or obscene language or gestures.

### Avoid Inappropriate Relationships with Inmates

- Be professional at all times.
- Refrain from sexual conversations/jokes.
- Be aware of the possibility of inmate con games.
- Sexual contact between staff and inmates is not considered to be consensual.

### Reporting Sexual Misconduct

- The Alameda County Sheriff's Office accepts reports verbally, written, and through third parties.
- Take any allegation of sexual assault seriously. Notify appropriate personnel and only appropriate personnel.
- Do not discuss any allegations and maintain confidentiality.
- Emphasize the "need to know."
- Failure to report could result in criminal and civil penalties.
- If you are unsure or uncertain, please ask a staff member.

### Potential Red Flags for Victims of Abuse

- Changes in routine, mood or behavior.
- Self-isolation - not coming out of cell.
- Irritability and mood swings.
- Avoiding staff members.

**LGBTI** - Acronym for a group of sexual identities **L** - Lesbian **G** - Gay **B** - Bisexual **T** - Transgender **I** - Intersex

### Effective Communication with Victims

- Remain professional.
- Remain objective.
- Do not use derogatory language.
- Avoid stereotyping.
- Be aware of pronoun (he or she) usage.
- If LGBTI, ask victim how they would like to be addressed.
- If you are uncomfortable or unsure what pronoun to use, address victim by last name.

DOCUMENT 00 73 13A –  
EXHIBIT A.4

**REQUIRED SECURITY PROCEDURES  
FOR CONTRACTORS AND VENDORS WORKING AT  
SANTA RITA JAIL**

Santa Rita Jail is operated by the Alameda County Sheriff's Office (ACSO). While within the fenced area of the facility, you are required to observe the rules listed below. These rules are designed for the safety and security of all personnel working within the jail and must be obeyed at all times. Failure to observe these rules shall result in immediate removal from the job site by ACSO personnel.

1. This is a non-smoking facility. Smoking is not permitted within the perimeter of the facility. This includes any building, roofs, mechanical rooms, or within your vehicle.
2. You may not bring any form of alcohol, drugs, drug paraphernalia, or firearms within the perimeter at any time.
3. Inmate contact is not allowed. Do not talk to inmates, give anything to them nor accept anything from them including candy, cigarettes, gum, tools, notes, letters, etc.
4. You are responsible for the security of all your tools at all times. Remember that any tool can be used as a weapon.
  - a. You must have a complete inventory list of all your tools carried with you or within your vehicle. This includes any equipment you are using such as ladders, hoses, hand tools, power tools, anything carried on a belt or in a bucket, etc. Any deputy at Santa Rita Jail has the right to see the list and compare it to your tools and equipment at any time.
  - b. You must have a complete inventory of all tools in your toolbox. That inventory will be in the toolbox at all times. Any deputy at Santa Rita Jail has the right to see the list and compare it to your tools at any time. Your toolbox must be locked at all times when not in use.
  - c. Missing tools and equipment will be reported immediately.
  - d. Never leave your tools unattended. Everything you bring to the site must be picked up and put in a locked enclosure such as your vehicle or other designated location when you go to lunch, take a break, or leave at the end of the day.
5. During the course of a job task, the job site shall be kept clean and free of any trash, debris or excess material that is not directly being used. Cleanup on a regular basis is mandatory. Do not leave the job site for lunch, break, or for the day without removing all trash, debris and excess material from the area where you are working.

6. Your temporary ID badges issued by the ACSO **must** be worn so that it is visible at all times.
7. County tools and equipment are authorized for use only by county employees. We will not lend you ladders, extension cords, hand tools, scissor lifts, etc.
8. As a County vendor, you are expected to abide by all current state, federal and local health and safety codes, as well as industry standards.
9. As a County vendor, you must work in accordance with site-specific programs such as:
  - a. Confined Space
  - b. Lock Out/Tag Out
  - c. Spill Prevention and Control (SLUG)
  - d. Hazardous Materials Management

**I have read, understand, and agree to abide by the above procedures.**

Print Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_



DOCUMENT 00 73 13B

**PROJECT STABILIZATION/COMMUNITY BENEFIT AGREEMENT (PSCBA) 2020**

**1. Summary**

1.1. A copy of the PSCBA is included for reference in Document 00 73 13B.

END OF DOCUMENT

**FIRST AMENDED AND RESTATED  
PROJECT STABILIZATION/COMMUNITY BENEFITS AGREEMENT**

**for the**

**COUNTY OF ALAMEDA**

C-2020-146

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## PREAMBLE

This Agreement is made and entered into on this 6<sup>th</sup> 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<sup>th</sup>) 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

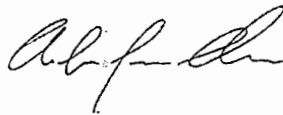
**Approved as to Form:**

**Donna R. Ziegler, County Counsel**

By: DocuSigned 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 <hr/>	Bricklayers & Allied Craftworkers Local #3 <hr/>
Electrical Workers Local #595 <hr/>	Elevator Constructors Local #8 <hr/>
Insulators Local #16 <hr/>	Iron Workers Local #378 <hr/>
Laborers Local #67 <hr/>	Laborers Local #304 <hr/>
Plasterers Local #66 <hr/>	Operating Engineers Local #3 <hr/>
Plasterers and Cement Masons Local #300 <hr/>	Roofers & Waterproofers Local #81 <hr/>
Sheet Metal Workers Local #104 <hr/>	Sign & Display Local #510 <hr/>

<p>Sprinklerfitters Local #483</p> <hr/>	<p>Teamsters Local #853</p> <hr/>
<p>UA Steamfitters, Pipefitters, Plumbers &amp; Gas Fitters Local #342</p> <hr/>	<p>UA Underground Utility &amp; Landscape Irrigation Local #355</p> <hr/>
<p>District Council 16, International Union of Painters &amp; Allied Trades, for itself and its affiliated Unions: Carpet &amp; Lino Layers Local #12, Auto &amp; Marine Painters Local #1176, Glass Workers Local #169, Painters Local #3</p> <hr/>	<p>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</p> <hr/>

**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**

**Building & Construction Trades Council of  
Alameda County:**

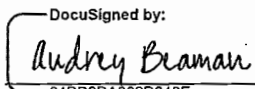
By \_\_\_\_\_  
President, Board of Supervisors

  
By \_\_\_\_\_  
Andreas Cluver, Secretary-Treasurer

Date \_\_\_\_\_

Date \_\_\_\_\_

**Approved as to Form:**  
Donna R. Ziegler, County Counsel

By:   
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**

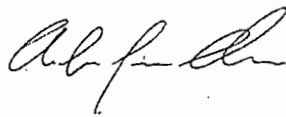
In the event the County decides to cover any given Covered Project with an Owner Controlled Insurance Program (OCIP) during the life of the PS/CBA, the following language will apply:

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**

**Building & Construction Trades Council of  
Alameda County:**

By \_\_\_\_\_  
President, Board of Supervisors

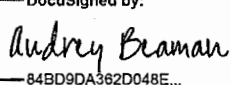
  
By \_\_\_\_\_  
Andreas Cluver, Secretary-Treasurer

Date \_\_\_\_\_

Date \_\_\_\_\_

**Approved as to Form:**

Donna R. Ziegler, County Counsel

DocuSigned by:  
  
By: \_\_\_\_\_  
84BD9DA362D048E...  
Audrey Beaman  
Deputy County Counsel

**EXHIBIT D**

**LIST OF CURRENT MASTER LABOR AGREEMENTS**

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DOCUMENT 00 73 13B – 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: \_\_\_\_\_

**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; or

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 for its determination. If the County and Contractor cannot agree on whether conditions justify an adjustment in Contract Price or Contract 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 Contract Price or Contract 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 Contract Price 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 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. § 9601 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

**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. Construction Waste Management

**1.02 SUMMARY OF WORK COVERED BY CONTRACT DOCUMENTS**

- A. The Work of this Contract may consist of the following:

The construction of new outdoor recreation areas by enclosing portions of the existing yard on site with fencing for a total of (3) large recreation areas and (7) small recreation areas, and the conversion of two quasi yards into four smaller quasi yards.

The scope includes, but is not limited to:

- anti-climb fencing on posts
- chain-link fence ceiling
- detention grade plumbing fixtures
- concrete masonry unit walls
- concrete floor slabs & striping
- detention grade site furnishings, tables, chairs, and equipment
- sports equipment
- security camera & related work

**1.03 CONTRACTS**

- A. Perform the Work under a single, fixed-price Contract.

- B. Any bid item may be deleted in total or in part prior to or after award of Contract without compensation in any form or adjustment of other bid items or prices.

#### **1.04 WORK BY OTHERS**

- A. Work on the Project that will be performed and completed prior to the start of the Work of this Contract:
  - (1) None.
- B. Work on the Project that will be performed by others concurrent with the Work of this Contract:
  - (1) None.
- C. Other Construction Projects shall be ongoing concurrently onsite that are not part of this Program. Coordination with the other work onsite is required.
  - (1) Interior Accessibility Upgrades Project, which consist of multiple phases of construction of the interior accessibility upgrades in various Housing Units and other areas located in the SRJ complex.
  - (2) Network Infrastructure Upgrade and Camera Replacement Project
  - (3) Observation Platforms and Confidential Interview Rooms Project

#### **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) Change 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 Change 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 the 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. Contractor shall provide a secure storage container(s) for the storage of tools and materials. Provisions will be made for the Contractor to locate the container(s) within the secured perimeter at locations identified and approved by the County per the attached Exhibit A in this Document 01 11 00. Project and Construction teams must be escorted to access the job site or any location within the secure perimeter. Escorts must be requested no less than 72-hours prior to the desired time of access.

## **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 existing installations. Contractor shall be responsible for imaging the areas in which the Contractor intends to perform cutting, coring work, and/or drilling prior to the determination of locations for this portion of the Work. Contractor shall coordinate with the locations of the surface penetrations before proceeding with the cutting, coring and/or drilling, and other operations that could damage utilities; 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, cutting, coring, and/or drilling 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, coordinated with the County as shown in Section 1.13 below. Provide moving dates in the Phasing Schedule to show planned start dates and durations for relocation of ACSO, the building occupant, if required. Liquidated damages may be assessed as described in the Contract Documents for failure to achieve milestone dates.

- D. This facility must be occupied during construction. Contractor is to coordinate work with the County and maintain safe access to all buildings at all times and shall 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\***

No.	Milestones	Start	Complete	Liquidated Damages
01	Final Contract Completion			\$1,500

\*Precise sequence, start and complete dates of the milestones are subject to change and will be refined at the Preconstruction Meeting.

- 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 final termination and operation of all building systems.
  - (2) All punch list work must be complete.
  - (3) Maintenance and Operations Manuals must be submitted to the County.
  - (4) All required testing must be complete.
  - (5) All training must be complete.
  - (6) Approvals from all Authorities having Jurisdiction (AHJ) must be complete.
- 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 01 will be adjusted by the number of days that the Notice to Proceed is delayed. If the Notice to Proceed is issued within 90 days of the anticipated date, noted above, the time to completion will be adjusted accordingly, but NO additional compensation will be considered.
  
- E. Liquidated damages will be assessed based upon Table 1.13 above and Division 00 52 13.

**PART 2 – PRODUCTS** Not Used.

**PART 3 – EXECUTION** Not Used.

END OF DOCUMENT



Document 01 11 00 – Exhibit A  
**Santa Rita Jail Site Logistics Map**



SITE ACCESS LEGEND	
① Limited Personal Vehicle Parking	⑤ Lockable Storage Container, Location for Material Lay Down Space and Debris Containers
② Entry/Egress for Construction Personnel	⑥ SRJ Projects (Green Dock) - Badge Check-In/Check-Out Office
③ Blue Barn	⑦ Construction Office / Trailer Space
④ Lockable Toolbox Storage - For NIU Project Only	

Last Update:  
7/13/2023

**UNIT PRICES AND ALTERNATES**

**PART I – ALTERNATES**

**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. Bid Form
- D. Instruction to Bidders

**1.02 DESCRIPTION**

The items of work indicated below propose modifications to, substitutions for, additions to and/or deletions from the various parts of the Work specified in other Sections of the Specifications. The acceptance or rejection of any of the alternates is strictly at the option of the County subject to County's acceptance of Contractor's stated prices contained in this Proposal.

**1.03 GENERAL**

Where an item is omitted, or scope of Work is decreased, all Work pertaining to the item whether specifically stated or not, shall be omitted and where an item is added or modified or where scope of Work is increased, all Work pertaining to that required to render same ready for use on the Project in accordance with the intention of the Drawings and Specifications shall be included in an agreed upon price amount.

**1.04 BASE BID**

The Base Bid includes all work required to construct the Project completely and in accordance with the Contract Documents.

**1.05 ALTERNATES**

- A. NOT APPLICABLE**

## **PART 2 - UNIT PRICING**

### **2.01 GENERAL**

Contractor shall completely state all required figures based on Unit Prices listed below. Where scope of Work is decreased, all Work pertaining to the item, whether specifically stated or not, shall be omitted and where scope of Work is increased, all work pertaining to that item required to render same ready for use on the Project in accordance with intention of Drawings and Specifications shall be included in an agreed upon price amount.

### **2.02 UNIT PRICES**

Furnish unit prices for each of the named items on a square foot, lineal foot, or per each basis, as applies. Unit prices shall include all labor, materials, services, profit, overhead, insurance, bonds, taxes, and all other incidental costs of Contractor, subcontractors, and supplier(s).

### **B. NOT APPLICABLE**

END OF DOCUMENT

**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 Condition.

**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. Contractor's Submittal Schedule shall include the following information: Date of Order, Date of Shop Drawing Submission, Date of Product Technical Information Submittal, Duration of Material lead time, Duration of fabrication, if any, Date of delivery of materials and / or equipment to the Site for incorporation into the Work without adversely impacting the overall schedule.
- (2) Contractor is responsible for all lost time should the initial submittal be rejected, marked "revise and resubmit", or other response that requires submission by the Contractor.
- (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 an electronic copy in PDF form. The County will review and return the PDF file with comments 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, electronic PDF file. Any fading type of reproduction will not be accepted. County shall return one (1) copy to the Contractor, who shall reproduce whatever additional copies it requires for distribution.



- B. Contractor shall submit 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

**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:**

- A. The contractor shall attend a conference at 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, reviewing construction administrative procedures, and such other items as may be pertinent to the start of construction.
- B. The Preconstruction Conference shall address items including, but not limited to:
  - (1) Method of Procedures (MOP) – Exhibit A
  - (2) Job Hazard Analysis (JHA) – (included as part of Exhibit A above)
  - (3) Contractor Tool Inventory – Exhibit B
  - (4) PSCBA compliance – Davillier Sloan, Inc. presentation
  - (5) ELATION application verification and training
    - i. Subcontractor responsibilities
  - (6) Logistics Plan/Site Access Procedures
    - i. Site Logistics and Security Plan as required by the General Conditions - Stipulated Sum, Document 00 72 13, paragraph 10.1.9.
  - (7) Injury and Illness Prevention Program (IIPP) and Safety Plan
  - (8) Current Covid Protocols per the County’s Health Care Services Agency
  - (9) Web Based Project Management Database

**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, if any.
  - (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 31 19 – Exhibit A**

**METHOD OF PROCEDURE (MOP) AND JOB HAZARD ANALYSIS (JHA)**

Approved

Revise and Resubmit

Rejected

Title: \_\_\_\_\_ MOP Tracking #: \_\_\_\_\_

Date of Request: [Click here to enter a date.](#) Project Number: \_\_\_\_\_

Contractor: \_\_\_\_\_ Subcontractor: \_\_\_\_\_

Date of Work: \_\_\_\_\_ to [Click here to enter a date.](#)

Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_

EIR/SEIR MOP SCREENING (If any box is marked "Yes" then signatures below are required).

- 1. Is the scope of work within 20'-0" of a landscaped area?  No  Yes
- 2. Is the scope of work within 20'-0" of an existing building?  No  Yes
- 3. Is the scope of work off the property in the right of way?  No  Yes

This scope of work is not an EIR/SEIR MOP \_\_\_\_\_  
GSA Date Construction Manager PD Date

**Critical Path Schedule Item** No  Yes

Start Date per Schedule: TBD Duration TBD

Completion of prior MOP's required before proceeding : No  Yes

If Yes, which MOP/MOP's \_\_\_\_\_ MOP scheduled completion: \_\_\_\_\_.

Facility Support Req: No  Yes

If Yes, staff size/expertise \_\_\_\_\_ Duration \_\_\_\_\_.

Fall Protection Measures Req.: No  Yes

If yes, type: OH ladder work, lift equipment, scaffolding, other

Dust Protection/Filter Protection: No  Yes  Security Req.: No  Yes

Flag person Req.: No  Yes

Utility Shut Down Req.: No  Yes

If Yes, Hospital/Facility Systems Affected \_\_\_\_\_ Length of shut down \_\_\_\_\_.

Utility/Systems contingency/backup plan: If req. attach written plan and sequence of operations.

Fire Watch Req.: No  Yes

Proper Advance Notice Provided. (72 hours minimum req.): No  Yes

If No Explain special circumstances

Logistics plan for protection barriers/security/safety measures/ access attached:

Access area blocked or inaccessible: \_\_\_\_\_ duration: \_\_\_\_.

Risk Level to Operating Facility: Low  Medium  High

Deliveries Req.: No  Yes

If yes, size of truck: \_\_\_\_\_ Frequency of deliveries: \_\_\_\_\_.

Contract Work: No  Yes

C.O. Work: No  Yes  If Yes, C.O. # \_\_\_\_\_.



Description of Work: Detail work durations for specific steps/scope of work.
<b>On-Site Contact</b> - Contractor should contact the project PM, and the PM should then contact the engineer if needed.
<b>Traffic Control.</b> – None
<b>Hazards:</b>
<b>Observation:</b>
<b>Area affected:</b>
<b>Inspections</b>
Overtime inspection costs associated with the scope of work outlined above shall be borne by:
County/GSA <input type="checkbox"/> Contractor <input type="checkbox"/> No <i>Overtime</i> Inspection Required <input type="checkbox"/>
<b>Safety Measures</b>
ICRA Permit Required:                  Yes <input type="checkbox"/> Not Required <input type="checkbox"/> If NO (IC initial and date) _____.
Hot Work Permit Required:                  Yes <input type="checkbox"/> Not Required <input type="checkbox"/>
Special Safety Req.                  Yes <input type="checkbox"/> Not Required <input type="checkbox"/> If YES Explain: _____.

Submitted By:		
Contractor Manager/Superintendent:	Date:	Cell Phone #
Submitted By:		
Contractor Safety Manager:	Date:	Cell Phone #
Recommended By:		Approved By:
IOR: N/A	Date:	Cell Phone #
Construction Manager: N/A	Date:	Cell Phone #
Approved By:		
Facility Manager of Engineering:	Date:	Cell Phone #
CDPH BLUE SHEET NOTIFICATION Yes <input type="checkbox"/> Not Required <input type="checkbox"/>		Date Sent:
If Marked Yes Please Sign Below:		
Facility:		
County of Alameda, GSA:	Date:	Cell Phone #

--	--	--

\*By signing above, signatory warrants and represents that he/she executed this MOP in his/her authorized capacity and that by his/her signature on this MOP, he/she or the entity upon behalf of which he/she acted, executed this MOD

JOB HAZARD ANALYSIS #: \_\_\_\_\_

Description of Task(s):
Workers Involved in the Task(s):
Equipment required to perform the Task(s):
Verification that Workers involved have been trained in the required equipment:

Time Duration of the Task(s):
Required Personal Protective Equipment (please check):
<input type="checkbox"/> Head <input type="checkbox"/> Hearing <input type="checkbox"/> Breathing <input type="checkbox"/> Eye <input type="checkbox"/> Hand <input type="checkbox"/> Foot <input type="checkbox"/> Knee <input type="checkbox"/> Full Body  <input type="checkbox"/> Other: _____ <input type="checkbox"/> Other: _____ <input type="checkbox"/> Other: _____
Verification that workers have been trained in the proper use of required PPE:
Specific Hazard(s) Involved/Potential Hazard(s):
Verification that Worker(s) involved understand the potential hazards and their triggers:

Applicable Safe Work Practice:
Special Precautions:

END OF EXHIBIT A

DOCUMENT 01 31 19 - Exhibit B

Contractor Tool Inventory

Company Name:	Work Location:	DATE:
Item Description	Manufacturer	QTY

Page \_\_\_ of \_\_\_

END OF EXHIBIT B

**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.
- (10) Board of State Community Corrections, Title 15

END OF DOCUMENT



**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.	AABC	Associated Air Balance Council
3.	AASHTO	American Association of State Highway and Transportation Officials
4.	AATCC	American Association of Textile Chemists and Colorists
5.	ACA	American Coatings Association
6.	ACI	American Concrete Institute
7.	ACPA	American Concrete Pipe Association
8.	ADC	Air Duct Council
9.	AFPA	American Forest and Paper Association
10.	AGA	American Gas Association
11.	AGC	Associated General Contractors of America
12.	AHA	American Hardboard Association
13.	AHRI	Air Conditioning and Refrigeration Institute
14.	AI	Asphalt Institute
15.	AIA	American Institute of Architects
16.	AISC	American Institute of Steel Construction
17.	AITC	American Institute of Timber Construction
18.	AISI	American Iron and Steel Institute
19.	ALI	Associated Laboratories, Inc.
20.	ALSC	American Lumber Standards Committee
21.	AMCA	Air Movement and Control Association

22.	AMPP	Association for Materials Protection and Performance
23.	ANSI	American National Standards Institute
24.	APA	American Plywood Association
25.	APA	Architectural Precast Association
26.	ARMA	Asphalt Roofing Manufacturers Association
27.	ASA	Acoustical Society of America
28.	ASCE	American Society of Civil Engineers
29.	ASHRAE	American Society of Heating, Refrigeration and Air Conditioning Engineers
30.	ASLA	American Society of Landscape Architects
31.	ASME	American Society of Mechanical Engineers
32.	ASPE	American Society of Plumbing Engineers
33.	ASQC	American Society of Quality Control
34.	ASSE	American Society of Sanitary Engineering
35.	ASTM	American Society of Testing and Materials
36.	AWCI	Association of the Wall and Ceiling
37.	AWI	Architectural Woodwork Institute
38.	AWPA	American Wood Protection Association
39.	AWS	American Welding Society
40.	AWWA	American Water Works Association
41.	BEMA	Ballastwater Equipment Manufacturers Association
42.	BHMA	Builders' Hardware Manufacturers Association
43.	BIA	Brick Industry Association
44.	CAA	California Arborists Association
45.	CAGI	California Air and Gas Institute
46.	CALTRANS	California Department of Transportation
47.	CCR	California Code of Regulations
48.	CGA	Compressed Gas Association
49.	CISCA	Ceilings & Interior Systems Construction Association
50.	CISPI	Cast Iron Soil Pipe Institute
51.	CLFMI	Chain Link Fence Manufacturers Institute
52.	CMACN	Concrete Masonry Association of California and Nevada
53.	CPSC	Consumer Product Safety Commission
54.	CRA	California Redwood Association
55.	CRI	Carpet and Rug Institute
56.	CRSI	Concrete Reinforcing Steel Institute
57.	CS	Commercial Standards
58.	CSI	Construction Specifications Institute
59.	CTI	Cooling Tower Institute
60.	CTIOA	Ceramic Tile Institute of America
61.	CPA	Composite Panel Association
62.	DHA	Decorative Hardwoods Association

63.	DHI	Door and Hardware Institute
64.	DIPRA	Ductile Iron Pipe Research Association
65.	DOC	Department of Commerce
66.	DOT	Department of Transportation
67.	EJMA	Expansion Joint Manufacturers Association
68.	EPA	Environmental Protection Agency
69.	FCICA	Floor Covering Installation Contractors
70.	FGIA	Fenestration and Glazing Industry Alliance
71.	FGMA	Flat Glass Manufacturer's Association
72.	FM	Factory Mutual Global
73.	FS	Federal Specifications Unit
74.	GA	Gypsum Association
75.	HMA	Hardwood Manufacturers Association
76.	ICC	International Code Council
77.	IAPMO	International Association of Plumbing and Mechanical Officials
78.	IEEE	Institute of Electrical and Electronic Engineers
79.	IES	Illuminating Engineering Society
80.	ITS	Intertek Testing Services
81.	MCAA	Mechanical Contractors Association of America
82.	MS	Military Specifications
83.	MSS	Manufacturers Standardization Society for the Valve and Fittings Industry
84.	NAAMM	National Association of Architectural Metal Manufacturers
85.	NAIMA	North American Insulation Manufacturers Association
86.	NALP	National Association of Landscape Professionals
87.	NAPA	National Asphalt Pavement Association
88.	NCMA	National Concrete Masonry Association
89.	NCSEA	National Council of Structural Engineers Association
90.	NCSPA	National Corrugated Steel Pipe Association
91.	NEBB	National Environmental Balancing Bureau
92.	NEC	National Electrical Code
93.	NECA	National Electrical Contractors Association
94.	NEII	National Elevator Industry
95.	NEMA	National Electrical Manufacturers' Association
96.	NFPA	National Fire Protection Association
97.	NGA	National Glass Association
98.	NHLA	National Hardwood Lumber Association
99.	NIA	National Insulation Association
100.	NIST	National Institute of Standards and Technology
101.	NRCA	National Roofing Contractors Association
102.	NRCMA	National Ready Mixed Concrete Association
103.	NSF	National Sanitation Foundation

104.	NSI	Natural Stone Institute
105.	NTMA	National Terrazzo and Mosaic Association
106.	OSHA	Occupational Safety and Health Administration
107.	OSH Act	Occupational Safety and Health Act
108.	PCA	Painting and Decorating Contractors of America
109.	PCA	Portland Cement Association
110.	PDI	Plumbing and Drainage Institute
111.	PEI	Porcelain Enamel Institute
112.	PG&E	Pacific Gas and Electric Company
113.	PLASTICS	Plastics Industry Association
114.	PLIB	Pacific Lumber Inspection Bureau
115.	PPI	Plastic Pipe Institute
116.	PS	Product Standards
117.	RFCI	Resilient Floor Covering Institute
118.	RIS	Redwood Inspection Service
119.	SDI	Steel Deck Institute
120.	SDI	Steel Door Institute
121.	SJI	Steel Joist Institute
122.	SMA	Stucco Manufacturers Association
123.	SMACNA	Sheet Metal and Airconditioning Contractors
124.	TCA	Tile Council of America
125.	TPI	Truss Plate Institute
126.	TPI	Turfgrass Producers International
127.	UBC	Uniform Building Code
128.	UL	Underwriters Laboratories, Inc.
129.	UMC	Uniform Mechanical Code
130.	UNI	Uni-Bell PVC Pipe Association
131.	USDA	United States Department of Agriculture
132.	USG	United States Gypsum Corporation
133.	WA	Wallcoverings Association
134.	WCB	Wall and Ceiling Bureau
135.	WCLBMA	West Coast Lumber & Building Material Association
136.	WCMA	Window Covering Manufacturers Association
137.	WDMA	Window and Door Manufacturers Association
138.	WIC	Woodwork Institute of California
139.	WMMPA	Wood Moulding & Millwork Producers Association
140.	WRI	Wire Reinforcement Institute
141.	WWPA	Western Wood Products Association

END OF DOCUMENT

**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 the information is current. It is the Contractor's responsibility to verify the correct information for each of the entities listed.

AA	Aluminum Association 1400 Crystal Drive Suite 430 Arlington, VA 22202 <a href="http://www.aluminum.org">www.aluminum.org</a>	703/358-2960
AABC	Associated Air Balance Council 1015 18 <sup>th</sup> St. NW, Suite 603 Washington, DC 20036 <a href="https://www.aabc.com/">https://www.aabc.com/</a>	202/737-0202
AAMA (FGIA)	American Architectural Manufacturers Association 1900 E. Golf Road, Suite 1250 Schaumburg, IL 60173-4268 <a href="https://fgiaonline.org/">https://fgiaonline.org/</a>	847/303-5664
AASHTO	American Association of State Highway and Transportation Officials 555 12 <sup>th</sup> Street NW, Suite 1000 Washington, DC 20004 <a href="https://www.transportation.org/">https://www.transportation.org/</a>	202/624-5800
AATCC	American Association of Textile Chemists and Colorists P.O. Box 12215 One Davis Drive Research Triangle Park, NC 27709-2215 <a href="http://www.aatcc.org">www.aatcc.org</a>	919/549-8141
ACA	American Coatings Association 901 New York Avenue, NW Washington, DC 20001 <a href="https://www.paint.org/">https://www.paint.org/</a>	202/462-6272
ACI	American Concrete Institute 38800 Country Club Drive Farmington Hills, MI 48333-9094 <a href="http://www.aci-int.org">www.aci-int.org</a>	248/848-3800

ACPA	American Concrete Pipe Association 5605 N. MacArthur Blvd, Suite 340 Irving, TX 75038 <a href="http://www.concrete-pipe.org">www.concrete-pipe.org</a>	972/506-7216
ADC	Air Diffusion Council 1901 N. Roselle Road, Suite 800 Schaumburg, IL 60195 <a href="http://www.flexibleduct.org">www.flexibleduct.org</a>	847/706-6750
AFPA	American Forest and Paper Association 1101 K Street, NW, Suite 700 Washington, DC 20005 <a href="https://www.afandpa.org/">https://www.afandpa.org/</a>	202/463-2700
AGA	American Gas Association 400 North Capitol Street, NW, Suite 450 Washington, DC 20001 <a href="http://www.aga.com">www.aga.com</a>	202/824-7000
AHA	American Hardboard Association 1210 W. Northwest Hwy Palatine, IL 60067-1897 <a href="http://domensino.com/AHA/">http://domensino.com/AHA/</a>	847/934-8800
AHRI	Air Conditioning and Refrigeration Institute 2311 Wilson Blvd, Suite 400 Arlington, VA 22201 <a href="https://www.ahrinet.org/">https://www.ahrinet.org/</a>	703/524-8800
AI	Asphalt Institute 2696 Research Park Drive Lexington, KY 40511-8480 <a href="http://www.asphaltinstitute.org">www.asphaltinstitute.org</a>	859/ 288-4960
AIA	The American Institute of Architects 1735 New York Avenue, NW Washington, DC 20006-5292 <a href="http://www.aia.org">www.aia.org</a>	800/242-3837
AISC	American Institute of Steel Construction 130 East Randolph Street, Suite 2000 Chicago, IL 60601-2001 <a href="https://www.aisc.org/">https://www.aisc.org/</a>	312/670-2400
AITC	American Institute of Timber Construction	253/835-3344

7012 S. Revere Pkwy., Suite 140  
Englewood, CO 80112  
[www.aitc-glulam.org](http://www.aitc-glulam.org)

ALI	Associated Laboratories, Inc. P.O. Box 152837 Dallas, TX 75315 <a href="https://assoc-labs.com/">https://assoc-labs.com/</a>	214/565-0593
ALSC	American Lumber Standards Committee 7470 New Technology Way, Suite F Frederick, MD 21703 <a href="https://www.alsc.org/">https://www.alsc.org/</a>	301/972-1700
AMCA	Air Movement and Control Association International, Inc. 30 W. University Drive Arlington Heights, IL 60004-1893 <a href="http://www.amca.org">www.amca.org</a>	847/394-0150
AMPP	Association for Materials Protection and Performance 15835 Park Ten Place Houston, TX 77084 <a href="https://www.ampp.org/home">https://www.ampp.org/home</a>	800/797-6223
ANSI	American National Standards Institute 25 West 43rd Street, 4th Floor New York, NY 10036-8002 <a href="http://www.ansi.org">www.ansi.org</a>	212/642-4900
APA	APA-The Engineered Wood Association 7011 S, 19 <sup>th</sup> Street Tacoma, WA 98466-5333 <a href="http://www.apawood.org">www.apawood.org</a>	253/565-6600
APA	Architectural Precast Association 325 John Knox Road, Suite L103 Tallahassee, FL 32303 <a href="https://www.archprecast.org/">https://www.archprecast.org/</a>	850/205-5637
ARMA	Asphalt Roofing Manufacturers Association 2331 Rock Spring Road Forest Hill, MD 21050 <a href="https://www.asphaltroofing.org/">https://www.asphaltroofing.org/</a>	443/640-1075



ASA	Acoustical Society of America 1305 Walt Whitman Road, Suite 110 Melville, NY 11747-4300 <a href="https://acousticalsociety.org/">https://acousticalsociety.org/</a>	516/576-2360
ASCE	American Society of Civil Engineers- World Headquarters 1801 Alexander Bell Drive Reston, VA 20190-4400 <a href="http://www.asce.org">www.asce.org</a>	800/548-2723 703/295-6000
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers 180 Technology Parkway, NW Peachtree Corners, GA 30092 <a href="http://www.ashrae.org">www.ashrae.org</a>	800/527-4723
ASLA	American Society of Landscape Architects 636 Eye Street, NW Washington, DC 20001-3736 <a href="http://www.asla.org">www.asla.org</a>	202/898-2444
ASME	American Society of Mechanical Engineers Two Park Avenue New York, NY 10016-5990 <a href="http://www.asme.org">www.asme.org</a>	800/843-2763
ASPE	American Society of Plumbing Engineers 6400 Shafer Court, Suite 350 Rosemont, IL 60018-4914 <a href="https://www.aspe.org/">https://www.aspe.org/</a>	847/296-0002
ASQC	American Society for Quality Control 600 North Plankinton Avenue Milwaukee, WI 53203 <a href="http://www.asq.org">www.asq.org</a>	800/248-1946 414/272-8575
ASSE	American Society of Sanitary Engineering 18927 Hickory Creek Drive, Suite 220 Mokena, IL 60448 <a href="http://www.asse-plumbing.org">www.asse-plumbing.org</a>	708/995-3019
ASTM	American Society for Testing and Materials 100 Barr Harbor Drive West Conshohocken, PA 19428-2959	610/832-9500

	<a href="http://www.astm.org">www.astm.org</a>	
AWCI	Association of the Wall and Ceiling Industries—The Byron Building 513 W Broad Street, Suite 210 Falls Church, VA 22046 <a href="http://www.awci.org">www.awci.org</a>	703/538-1600
AWPA	American Wood Protection Association P.O Box 361784 Birmingham, AL 35236-1794 <a href="https://awpa.com/">https://awpa.com/</a>	205/733-4077
AWS	American Welding Society 8669 NW 36 <sup>th</sup> Street, Suite 130 Miami, FL 33166-6672 <a href="https://www.aws.org/home">https://www.aws.org/home</a>	800/443-9353
AWWA	American Water Works Association 6666 West Quincy Avenue Denver, CO 80235 <a href="http://www.awwa.org">www.awwa.org</a>	800/926-7337 303/794-7711
BEMA	Ballastwater Equipment Manufacturers' Association 103 Oronoco Street, Suite 200 Alexandria, VA 22314 <a href="https://bwema.org/">https://bwema.org/</a>	
BHMA	Builders' Hardware Manufacturers Association 355 Lexington Avenue, 15th Floor New York, NY 10017-6603 <a href="https://buildershardware.com/">https://buildershardware.com/</a>	212/297-2122
CAA	California Arborists Association 2057 Lone Oak Avenue Napa, CA 94558 <a href="https://www.californialandcan.org/">https://www.californialandcan.org/</a>	707/224-8269
CAGI	Compressed Air and Gas Institute 1300 Summer Avenue Cleveland, OH 44115 <a href="https://www.cagi.org/">https://www.cagi.org/</a>	216/241-7333
CGA	Compressed Gas Association 8484 Westpark Drive, Suite 220 McLean, VA 22102	703/788-2700

[www.cganet.com](http://www.cganet.com)

CISCA	Ceilings & Interior Systems Construction Association P.O Box 293 Elmhurst, IL 60126 <a href="http://www.cisca.org">www.cisca.org</a>	630/584-1919
CISPI	Cast Iron Soil Pipe Institute 2401 Fieldcrest Drive Mundelein, IL 60060 <a href="https://www.cispi.org/">https://www.cispi.org/</a>	224/ 864-2910
CPSC	Consumer Product Safety Commission 4330 East-West Hwy. Bethesda, MD 20814 <a href="https://www.cpsc.gov/">https://www.cpsc.gov/</a>	800/638-2772
CRA	California Redwood Association 818 Grayson Road, Suite 201 Pleasant Hill, CA 94523 <a href="http://www.calredwood.org/">http://www.calredwood.org/</a>	925/935-1499
CRI	Carpet and Rug Institute 100 S Hamilton Street Dalton, GA 30720 <a href="https://carpet-rug.org/">https://carpet-rug.org/</a>	706/278-3176
CRSI	Concrete Reinforcing Steel Institute 933 N. Plum Grove Road Schaumburg, IL 60173-4758 <a href="http://www.crsi.org">www.crsi.org</a>	847/517-1200
CTIOA	Ceramic Tile Institute of America P.O Box 882552 Los Angeles, CA 90009 <a href="https://ctioa.org/">https://ctioa.org/</a>	310/574-7800
CPA	Composite Panel Association 19465 Deerfield Avenue, Suite 306 Leesburg, VA 20176 <a href="https://www.compositepanel.org/">https://www.compositepanel.org/</a>	703/724-1128
DHA	Decorative Hardwoods Association 42777 Trade West Drive Sterling, VA 20166	703/435-2900

<https://www.decorativehardwoods.org/>

DHI	Door and Hardware Institute 2001 K Street, NW, 3 <sup>rd</sup> Floor North Washington, DC 20006 <a href="http://www.dhi.org">www.dhi.org</a>	202/367-1134
DIPRA	Ductile Iron Pipe Research Association P.O Box 190306 Birmingham, AL 35219 <a href="https://dipra.org/">https://dipra.org/</a>	205/402-8700
DOC	Department of Commerce 1401 Constitution Ave, NW Washington, DC 20230 <a href="https://www.commerce.gov/">https://www.commerce.gov/</a>	202/482-2000
DOT	Department of Transportation <b>1200 New Jersey Ave, SE</b> <b>Washington, DC 20590</b> <a href="https://www.transportation.gov/">https://www.transportation.gov/</a>	202/366-4000
EJMA	Expansion Joint Manufacturers Association 25 N. Broadway Tarrytown, NY 10591-3201 <a href="https://www.ejma.org/">https://www.ejma.org/</a>	914/332-0040
EPA	Environmental Protection Agency- Region 9 75 Hawthorne Street San Francisco, CA 94105 <a href="https://www.epa.gov/">https://www.epa.gov/</a>	415/947-8000
FCICA	Floor Covering Installation Contractors Association 800 Roosevelt Rd., Bldg. C, Suite 31 Glen Ellyn, IL 60137 <a href="https://www.fcica.com/">https://www.fcica.com/</a>	630/672-3702
FM	Factory Mutual Global 270 Central Avenue Johnston, PI 02919-4949 <a href="https://www.fmglobal.com/">https://www.fmglobal.com/</a>	401/275-3000
FS	Federal Specifications Unit (Available from GSA) 470 East L'Enfant Plaza, SW, Suite 8100	202/619-8925

Washington, DC 20407  
<https://www.gsa.gov/>

HMA	Hardwood Manufacturers Association 400 Penn Center Blvd., Suite 530 Pittsburgh, PA 15235-5605 <a href="http://www.hardwood.org">www.hardwood.org</a>	412/828-0770
IEEE	Institute of Electrical and Electronic Engineers 3 Park Avenue, 17 <sup>th</sup> Floor New York, NY 10016-5997 <a href="http://www.ieee.org">www.ieee.org</a>	212/419-7900
IES	Illuminating Engineering Society 120 Wall Street, 17th Floor New York, NY 10005-4001 <a href="https://www.ies.org/">https://www.ies.org/</a>	212/248-5000
ITS	Intertek Testing Services 22155 68 <sup>th</sup> Avenue South Kent, WA 98032-1937 <a href="https://www.intertek.com/">https://www.intertek.com/</a>	800/967-5352
MCAA	Mechanical Contractors Association of America 1385 Piccard Drive Rockville, MD 20850-4329 <a href="https://www.mcaa.org/">https://www.mcaa.org/</a>	301/869-5800
MSS	Manufacturers Standardization Society for the Valve and Fittings Industry 127 Park Street, NE Vienna, VA 22180-4602 <a href="https://msshq.org/">https://msshq.org/</a>	703/281-6613
NAAMM	National Association of Architectural 800 Roosevelt Road, Building C, Suite 312 Glen Ellyn, IL 60137 <a href="https://www.naamm.org/">https://www.naamm.org/</a>	630/942-6591
NAIMA	North American Insulation Manufacturers Association 2013 Olde Regent Way, Suite 150, Box 120 Leland, NC 28451 <a href="https://insulationinstitute.org/about-naima/">https://insulationinstitute.org/about-naima/</a>	703/684-0084

NALP National Association of Landscape Professionals 703/ 736-9666

12500 Fair Lakes Circle, Suite 200  
Fairfax, VA 22033  
<https://www.landscapeprofessionals.org/>

NAPA	National Asphalt Pavement Association 6406 Ivy Lane, Suite 530 Greenbelt, MD 20770-1441 <a href="https://www.asphaltpavement.org/">https://www.asphaltpavement.org/</a>	888/468-6499
NCSPA	National Corrugated Steel Pipe Association 1255 23rd Street, NW, Suite 850 Washington, DC 20037 <a href="http://www.ncspa.org">www.ncspa.org</a>	202/452-1700
NEBB	National Environmental Balancing Bureau 8575 Grovemont Circle Gaithersburg, MD 20877-4121 <a href="https://nebb.org/">https://nebb.org/</a>	301/977-3698
NECA	National Electrical Contractors Association 1200 Pennsylvania Avenue, NW, Suite 1200 Washington, DC 20004 <a href="https://www.necanet.org/">https://www.necanet.org/</a>	202/991-6300
NEII	National Elevator Industry 5537 SW Urish Road Topeka, KS 66610 <a href="https://nationalelevatorindustry.org/">https://nationalelevatorindustry.org/</a>	703/589-9985
NEMA	National Electrical Manufacturers' Association 1300 N. 17 <sup>th</sup> Street, Suite 900 Arlington, VA 22209 <a href="http://www.nema.org">www.nema.org</a>	703/841-3200
NFPA	National Fire Protection Association One Batterymarch Park P.O. Box 9101 Quincy, MA 02169-7141 <a href="http://www.nfpa.org">www.nfpa.org</a>	800/344-3555 617/770-3000
NGA	National Glass Association with GANA 344 Maple Avenue West Vienna, VA 22180 <a href="https://www.glass.org/">https://www.glass.org/</a>	703/442-4890

NHLA National Hardwood Lumber Association 901/377-1818

P.O. Box 34518  
Memphis, TN 38184-0518  
<https://nhla.com/>

NIA	National Insulation Association 516 Herndon Pkwy, Suite D Herndon, VA 20170 <a href="http://www.insulation.org">www.insulation.org</a>	703/464-6422
NRCA	National Roofing Contractors Association O'Hare International Center 10255 W. Higgins Road, Suite 600 Rosemont, IL 60018-5607 <a href="https://www.nrca.net/">https://www.nrca.net/</a>	847/299-9070
NRMCA	National Ready Mixed Concrete Association 66 Canal Center Plaza, Suite 250 Alexandria, VA 22314 <a href="http://www.nrmca.org">www.nrmca.org</a>	703/706-4800
NSF	NSF International 789 N. Dixboro Road Ann Arbor, MI 48105 <a href="http://www.nsf.org">www.nsf.org</a>	734/769-8010
SHA	Occupational Safety and Health Administration (U.S. Department of Labor) 200 Constitution Ave., NW Washington, DC 20210 <a href="https://www.osha.gov/">https://www.osha.gov/</a>	800/321-6742
PCA	Portland Cement Association 200 Massachusetts Ave, NW, Suite 200 Washington, DC 20001 <a href="https://www.cement.org/">https://www.cement.org/</a>	202/408-9494
PCA	Painting and Decorating Contractors of America 2316 Millpark Drive Maryland Heights, MO 63043 <a href="https://www.pcapainted.org/">https://www.pcapainted.org/</a>	800/332-7322
PDI	Plumbing and Drainage Institute 800 Turnpike Street, Suite 300 North Andover, MA <a href="http://www.pdionline.org/">http://www.pdionline.org/</a>	978/557-0720

PLASTICS	Plastics Industry Association 1425 K Street, NW, Suite 500 Washington, DC 20005 <a href="https://www.plasticsindustry.org/">https://www.plasticsindustry.org/</a>	202/974-5200
PLIB	Pacific Lumber Inspection Bureau 1010 South 336 <sup>th</sup> Street, Suite 210 Federal Way, WA 98003-7394 <a href="https://www.plib.org/">https://www.plib.org/</a>	253/835-3344
PPI	Plastic Pipe Institute 105 Decker Court, Suite 825 Irving, TX 75062 <a href="https://plasticpipe.org/PPI-Home/Default.aspx">https://plasticpipe.org/PPI-Home/Default.aspx</a>	469/499-1044 469/499-1063
RFCI	Resilient Floor Covering Institute 115 Broad Street, Suite 201 LaGrange, GA 30240 <a href="https://rfci.com/">https://rfci.com/</a>	
RIS	Redwood Inspection Service c/o California Redwood Association 818 Grayson Road, Suite 201 Pleasant Hill, CA 94523	925/ 935-1499
SDI	Steel Deck Institute P.O. Box 426 Glenshaw, PA 15116 <a href="http://www.sdi.org">www.sdi.org</a>	412/487-3325
SDI	Steel Door Institute 30200 Detroit Road Westlake, OH 44145-1967 <a href="https://steeldoor.org/">https://steeldoor.org/</a>	440/899-0100
SMA	Stucco Manufacturers Association 5733 E Santa Ana Canyon Road, Suite G-156 Anaheim, CA 92807 <a href="https://stuccomfgassoc.com/">https://stuccomfgassoc.com/</a>	714/473-9579
SMACNA	Sheet Metal and Airconditioning Contractors National Association, Inc. 4201 Lafayette Center Drive	703/803-2980



Chantilly, VA 20151-1209  
[www.smacna.org](http://www.smacna.org)

TCA	Tile Council of America 100 Clemson Research Blvd. Anderson, SC 29625 <a href="https://www.tcnatile.com/">https://www.tcnatile.com/</a>	864/646-8453
TPI	Turfgrass Producers International 444 E Roosevelt Road, Suite 346 Lombard, IL 60148 <a href="https://www.turfgrassod.org/">https://www.turfgrassod.org/</a>	847/649-5555
UL	Underwriters Laboratories, Inc. 333 Pfingston Road Northbrook, IL 60062 <a href="http://www.ul.com">www.ul.com</a>	847/272-8800
UNI	Uni-Bell PVC Pipe Association 201 E. John Carpenter Freeway, Suite 750 Irving, TX 75062 <a href="https://www.uni-bell.org/">https://www.uni-bell.org/</a>	972/243-3902
USDA	U.S. Department of Agriculture 14th St. and Independence Ave., SW Washington, DC 20250 <a href="https://www.usda.gov/">https://www.usda.gov/</a>	202/720-8732
USG	USG Corporation 550 West Adams Street Chicago, IL 60661 <a href="https://www.usg.com/content/usgcom/en.html">https://www.usg.com/content/usgcom/en.html</a>	800/950-3839
WA	Wallcoverings Association 35 E Wacker Drive, Suite 850 Chicago, IL 60601 <a href="https://www.wallcoverings.org/">https://www.wallcoverings.org/</a>	312/224-2574
WCB	Wall and Ceiling Bureau 5690 Sonoma Drive Pleasanton, CA 94566 <a href="https://www.wallandceilingbureau.org/">https://www.wallandceilingbureau.org/</a>	925/600-0472
WCMA	Window Covering Manufacturers Association	212/297-2122

355 Lexington Ave., 15th Floor  
New York, NY 10017-6603  
<https://wcmagnet.com/>

WDMA	Window & Door Manufacturers Association 2001 K Street, 3 <sup>rd</sup> Floor North Washington, DC 20006 <a href="https://www.wdma.com/">https://www.wdma.com/</a>	202/367/1157
WIC	Woodwork Institute of California 1455 Response Road, Suite 110 West Sacramento, CA 95815 <a href="https://woodworkinstitute.com/">https://woodworkinstitute.com/</a>	916/372-9943
WMMPA	Wood Moulding & Millwork Producers Association 1282 Stabler Lane, Suite 630, Office 146 Yuba City, Ca 95993-2625 <a href="http://www.wmmpa.com">www.wmmpa.com</a>	530-661-9591
WRI	Wire Reinforcement Institute 203 Loudoun Street, SW Leesburg, VA 20175-2718 <a href="https://www.wirereinforcementinstitute.org/">https://www.wirereinforcementinstitute.org/</a>	703/779-2339
WWPA	Western Wood Products Association 2 Centerpointe Drive, Suite 360 Lake Oswego, OR 97035 <a href="https://www.wwpa.org/">https://www.wwpa.org/</a>	503/224-3930

END OF DOCUMENT

**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 and ACSO, 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 and ACSO.

## **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 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

**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) Tests and inspections for grouting.
  - (5) Equipment anchorage torque tests and inspections.
  - (6) Additional tests directed by the County that establish that materials and installation comply with the Contract Documents.
  - (7) Test and observation of welding and expansion anchors.
  - (8) All tests and inspections specified in DIVISION 03 – DIVISION 46.
- D. The County may at its discretion, pay and back charge the Contractor for:
  - (1) Retests or reinspection, 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):**

- 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. If 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. If 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)).
- E. All tests and inspections specified in DIVISION 03 – DIVISION 46.

END OF DOCUMENT

**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.

**1.02 TEMPORARY UTILITIES:**

- A. Contractor shall prepare and submit a Site Usage Plan showing how the Contractor intends to use the site for staging, deliveries, material storage, vehicle routes, trash containment and removal, temporary electrical service, personnel pathways, toilets and other temporary facilities. Should the Site Usage Plan change in different phases of the Work, Contractor shall modify the Site Usage Plan indicating the dates it is expected to be revised and defining the revised areas and usage requirements. The County will review the Contractor's Site Usage Plan each time it is submitted and shall determine if it is acceptable. Under no circumstances will the County warrant or guarantee that the site will accommodate all usages, functions and spaces that the Contractor perceives are necessary for it to perform its work. The Contractor assumes full risk and liability for the proper and necessary functions of the site. Should the County approve or reject the Contractor's Site Usage Plan at no time will the County assume any liability that the Site Usage Plan will be sufficient to perform its work.
- B. Electric Power and Lighting
  - (1) The County will furnish and pay for power during 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.

C. 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.

D. Water

- (1) The County will furnish and pay for water during 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.

E. 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.

F. 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.

G. 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.

H. Trash Removal:

- (1) See Document 01 74 19 (Construction Waste Management)

**1.03 SECTION INTENTIONALLY OMITTED.**

**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 all charges associated with parking of Contractor and Contractor employee's vehicles either at County facilities or off-site.
- C. Parking within the secured perimeter will not be allowed. Parking spaces outside of the secure perimeter at the jail's main parking lot along Broder Blvd. is also not allowed. Offsite parking will not be provided. All Contractors will need to secure off-site parking and transportation to and from the site.

#### **1.06 TEMPORARY CONTROLS:**

- A. Noise Control
  - (1) Contractor acknowledges that adjacent facilities must 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 cease 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.

**1.07 SECTION INTENTIONALLY OMITTED.**



**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

**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.

**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 Contract Price.

END OF DOCUMENT

**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 as approved by the County.

- 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

**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. Contractor shall engage a qualified surveyor or engineer to examine existing conditions in walls, slabs and other conditions affecting performance of the Work. Provide written report to the County prior to any penetration work. Contractor shall coordinate with County and ACSO for all penetrations.

**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

**CUTTING AND PATCHING**

**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 Contract by the County.
- B. County shall only pay for cost of Work if it is part of the original Contract Price or if a change has been made to the contract 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 Change 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 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 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

**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.

**1.02 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](http://www.StopWaste.Org) or [www.resource.stopwaste.org](http://www.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 [www.greenhalosystems.com](http://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).

### 1.03 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.

### 1.04 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](http://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 online 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.

#### 1.05 WASTE MANAGEMENT PLAN:

- A. Plan Development: Using the website [ACGSA.WasteTracking.com](http://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 10-calendar days after the date of the 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. Concrete
    - d. Cardboard and other paper products
    - e. Carpet/Carpet Padding/Foam
    - f. Ceiling Tiles (acoustic)
    - g. Drywall
    - h. Electrical Components (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 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](http://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

**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, Contractor 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 shrubs on the Premises.

**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

**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. Temporary Facilities and 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 prepare and insert additional data in Operation and Maintenance Manual when need for such data becomes apparent during instruction. 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.
- C. Contractor shall provide County with list of equipment information and location. List shall include:
  - (1) Device Name
  - (2) Manufacturer
  - (3) Model Number
  - (4) Serial Number
  - (5) Location
  - (6) IP Address assigned

**PART 2 – PRODUCTS** Not used.

**PART 3 – EXECUTION** Not used.

END OF DOCUMENT

**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. Contractor will provide a digital copy of the complete Operations and Maintenance Manual & Instructions in PDF format.
- 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 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, shutdown, and emergency instructions. Contractor shall include summer, winter, and any special operating instructions.
- E. Maintenance Requirements: Contractor shall include routine procedures and guide for troubleshooting; 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) hard copies and one (1) digital copy in PDF format 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) hard copies and one (1) digital copy in PDF format 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) hard copies and one (1) digital copy in PDF format of revised Manual in final form within ten (10) days after final inspection.

END OF DOCUMENT

**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

**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. The County will provide Contractor with AutoCAD drawing files of the original Contract Drawings, and Microsoft Word documents of the original contract Specifications.
- B. Contractor shall maintain at each Project Site one set of marked-up blueline prints and each month, or as otherwise agreed, shall transfer all changes and information to those marked-up blueline prints. Contractor shall submit to the County a PDF of the Project Record Drawings (“As-Built”) 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 two (2) hard copies and a digital copy in PDF format at the conclusion of the Project following review of the blueline prints.
- 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 Change 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 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 01 79 00**

**DEMONSTRATION AND TRAINING**

**PART 1 - GENERAL**

**1.1 SUMMARY:**

- 1.1.1 This Section includes administrative and procedural requirements for instructing County's personnel, including the following:
  - 1.1.1.1 Demonstration of operation of systems, subsystems, and equipment.
  - 1.1.1.2 Training in operation and maintenance of systems, subsystems, and equipment.
  - 1.1.1.3 Demonstration and training videotapes.
- 1.1.2 Related Sections include the following:
  - 1.1.2.1 Section 01 31 19 (Project Meetings) for requirements for preconstruction conference.
  - 1.1.2.2 Divisions 2 through 28 Sections for specific requirements for demonstration and training for products in those Sections.

**1.2 SUBMITTALS:**

- 1.2.1 Each Component shall be considered a separate submittal for the purposes of this section.
- 1.2.2 Instruction Program: Submit electronically for County review and approval, a Basic System Training Schedule form with the outline of instructional program for demonstration and training, including a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.
  - 1.2.2.1 Once Training Schedule is approved by County, submit three (3) bound hard copies.
  - 1.2.2.2 At completion of training, submit two complete training manual(s) including electronic and hard copies of any presentations or materials used at the training session for County's use. Include sign-in sheet showing all attendees at each training session.
  - 1.2.2.3 Electronic Format: Submit copies in electronic format of each manual on USB drive.

- 1.2.3 Qualification Data: For each instructor.
- 1.2.4 Training Video: For each training session, submit electronic video in format directed by the County that captures the full content of the training and is suitable for training of additional personnel.
- 1.2.5 Attendance Record: For each training session, submit list of participants and length of instruction time.

### **1.3 QUALITY ASSURANCE:**

- 1.3.1 Instructor Qualifications: A factory-authorized service representative experienced in operation and maintenance procedures and training.
- 1.3.2 Pre-Instruction Conference: Conduct conference at Project site to comply with Section 01 31 19 (Project Meetings). Review methods and procedures related to demonstration and training including, but not limited to, the following:
  - 1.3.2.1 Inspect and discuss locations and other facilities required for instruction.
  - 1.3.2.2 Review and finalize instruction schedule and verify availability of County staff, educational materials, instructors' personnel, and facilities needed to avoid delays.
  - 1.3.2.3 Review required content of instruction.
  - 1.3.2.4 For instruction that must occur outside, review weather and forecasted weather conditions and procedures to follow if conditions are unfavorable.

### **1.4 COORDINATION:**

- 1.4.1 Coordinate instruction schedule with County's operations. Adjust schedule as required to minimize disrupting County's operations.
- 1.4.2 Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.
- 1.4.3 Coordinate content of training modules with content of approved operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by County's Representative.

## **PART 2 - PRODUCTS**

### **2.1 INSTRUCTION PROGRAM:**

2.1.1 Program Structure: Develop an instruction program that includes individual training sessions for each system and equipment not part of a system, as required by individual Specification Sections. Systems and equipment listed below are minimum examples that might apply to the project. Revise to suit Project:

- 2.1.1.1 Motorized doors, such as overhead coiling doors, overhead coiling grilles and automatic entrance doors.
- 2.1.1.2 Equipment, such as projection screens, access control, loading dock equipment, waste compactors, security screening, and food-service equipment.
- 2.1.1.3 Fire-protection systems, such as fire alarm, fire pumps and fire-extinguishing systems.
- 2.1.1.4 Conveying systems, such as elevators.
- 2.1.1.5 Heat generation, such as boilers, feedwater equipment, pumps, steam distribution piping and water distribution piping.
- 2.1.1.6 Refrigeration systems, such as chillers, cooling towers, condensers, pumps and distribution piping.
- 2.1.1.7 HVAC systems, such as air-handling equipment, air distribution systems, and terminal equipment and devices.
- 2.1.1.8 HVAC instrumentation and controls.
- 2.1.1.9 Electrical service and distribution, such as transformers, switchboards, panel boards and motor controls.
- 2.1.1.10 Packaged engine generators, such as transfer switches.
- 2.1.1.11 Lighting equipment and controls.
- 2.1.1.12 Communication systems, such as intercommunication, surveillance, clocks and programming, voice and data, radio, antenna, signage, and audio/video equipment
- 2.1.1.13 Plumbing equipment, fixtures, valves, pumps, and irrigation.
- 2.1.1.14 Food service and server equipment.
- 2.1.1.15 Medical and dental equipment.

2.1.2 Training Sessions: Develop a learning objective and teaching outline for each session. Include a description of specific skills and knowledge that participant is expected to master. For each session, include instruction for the following:

- 2.1.2.1 Basis of System Design, Operational Requirements, and Criteria:  
Include the following:
  - 2.1.2.1.1 System, subsystem, and equipment descriptions.
  - 2.1.2.1.2 Performance and design criteria if Contractor is delegated design responsibility.
  - 2.1.2.1.3 Operating standards.
  - 2.1.2.1.4 Regulatory requirements.
  - 2.1.2.1.5 Equipment function.
  - 2.1.2.1.6 Operating characteristics.
  - 2.1.2.1.7 Limiting conditions.
  - 2.1.2.1.8 Performance curves.
- 2.1.2.2 Documentation: Review the following items in detail:
  - 2.1.2.2.1 Operations manuals.
  - 2.1.2.2.2 Maintenance manuals.
  - 2.1.2.2.3 Project Record Documents.
  - 2.1.2.2.4 Identification systems.
  - 2.1.2.2.5 Warranties and bonds.
  - 2.1.2.2.6 Maintenance service agreements and similar continuing commitments.
- 2.1.2.3 Emergencies: Include the following, as applicable:
  - 2.1.2.3.1 Instructions on meaning of warnings, trouble indications, and error messages.
  - 2.1.2.3.2 Instructions on stopping.
  - 2.1.2.3.3 Shutdown instructions for each type of emergency.
  - 2.1.2.3.4 Operating instructions for conditions outside of normal operating limits.
  - 2.1.2.3.5 Sequences for electric or electronic systems.
  - 2.1.2.3.6 Special operating instructions and procedures.
- 2.1.2.4 Operations: Include the following, as applicable:
  - 2.1.2.4.1 Startup procedures.
  - 2.1.2.4.2 Equipment or system break-in procedures.
  - 2.1.2.4.3 Routine and normal operating instructions.

- 2.1.2.4.4 Regulation and control procedures.
- 2.1.2.4.5 Control sequences.
- 2.1.2.4.6 Safety procedures.
- 2.1.2.4.7 Instructions on stopping.
- 2.1.2.4.8 Normal shutdown instructions.
- 2.1.2.4.9 Operating procedures for emergencies.
- 2.1.2.4.10 Operating procedures for system, subsystem, or equipment failure.
- 2.1.2.4.11 Seasonal and weekend operating instructions.
- 2.1.2.4.12 Required sequences for electric or electronic systems.
- 2.1.2.4.13 Special operating instructions and procedures.
- 2.1.2.5 Adjustments: Include the following:
  - 2.1.2.5.1 Alignments.
  - 2.1.2.5.2 Checking adjustments.
  - 2.1.2.5.3 Noise and vibration adjustments.
  - 2.1.2.5.4 Economy and efficiency adjustments.
- 2.1.2.6 Troubleshooting: Include the following:
  - 2.1.2.6.1 Diagnostic instructions.
  - 2.1.2.6.2 Test and inspection procedures.
- 2.1.2.7 Maintenance: Include the following:
  - 2.1.2.7.1 Inspection procedures.
  - 2.1.2.7.2 Types of cleaning agents to be used and methods of cleaning.
  - 2.1.2.7.3 List of cleaning agents and methods of cleaning detrimental to product.
  - 2.1.2.7.4 Procedures for routine cleaning
  - 2.1.2.7.5 Procedures for preventive maintenance.
  - 2.1.2.7.6 Procedures for routine maintenance.
  - 2.1.2.7.7 Instruction on use of special tools.
- 2.1.2.8 Repairs: Include the following:
  - 2.1.2.8.1 Diagnosis instructions.
  - 2.1.2.8.2 Repair instructions.

- 2.1.2.8.3 Disassembly; component removal, repair, replacement and reassembly instructions.
- 2.1.2.8.4 Instructions for identifying parts and components.
- 2.1.2.8.5 Review of spare parts needed for operation and maintenance.

## **PART 3 - EXECUTION**

### **3.1 PREPARATION:**

- 3.1.1 Assemble educational materials necessary for instruction, including documentation and training module. Assemble training sessions into a combined training manual.
- 3.1.2 Set up instructional equipment at instruction location.

### **3.2 INSTRUCTION:**

- 3.2.1 Engage qualified instructors to instruct County's personnel to adjust, operate, and maintain systems, subsystems, and associated equipment not part of the system.
- 3.2.2 Video each instruction program and edit as necessary to provide effective educational material for subsequent staff training.
- 3.2.3 Scheduling: Provide instruction at mutually agreed on times.
  - 3.2.3.1 Schedule training with County's Representative with at least fourteen (14) Days' advance notice.
  - 3.2.3.2 Fill out and expand, if necessary, the schedule form attached at the end of this section to reflect equipment and systems on the project.
- 3.2.4 Cleanup: Collect used and leftover educational materials and remove from Project site. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.



**BASIC SYSTEMS TRAINING SCHEDULE**

NOTE: Each system must be cross referenced to the Contract Documents and each component identified.

<b>Spec. Section Number</b>	<b>System/Equipment Description</b>	<b>Plan/Schedule Identifier</b>	<b>Operations &amp; Maintenance Manual Required?</b>	<b>Training Required?</b>

END OF DOCUMENT