

**SPECIFICATIONS AND OTHER BIDDING AND CONTRACT DOCUMENTS**

**ALAMEDA COUNTY GENERAL SERVICES AGENCY  
HIGHLAND ATR PROJECT #2043  
ACUTE CARE TOWER AV & TV SYSTEMS EQUIPMENT AND  
INSTALLATION  
1411 EAST 31<sup>ST</sup> STREET  
OAKLAND, CALIFORNIA**

**MANDATORY PRE-BID CONFERENCE**

**Tuesday, April 28, 2015 at 3:00PM**

**Location:**

**Highland Hospital, Highland Care Pavilion Building,  
1411 East 31st Street, Oakland, CA 94612**

**(See enclosed Summary Bidding Calendar Document for additional  
instructions & requirements for attendees)**

**ALAMEDA COUNTY  
GENERAL SERVICES AGENCY  
TECHNICAL SERVICES DEPARTMENT  
1401 LAKESIDE DRIVE, SUITE #800  
OAKLAND, CALIFORNIA  
PHONE: 510-208-9590 FAX: 510-208-3995**



**Alameda County General Services Agency**  
**HIGHLAND ATR: ACUTE CARE TOWER AV & TV EQUIPMENT AND INSTALLATION**  
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DOCUMENT 00 01 09

**SUMMARY BIDDING CALENDAR**

NOTICE – THIS SUMMARY IS FOR INFORMATIONAL PURPOSES ONLY. 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.

NOTICE – THIS IS A SUMMARY ONLY AND DOES NOT LIST ALL DATES, TIMES OR TIME PERIODS CONTAINED IN THE BIDDING AND CONTRACT DOCUMENTS. 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>April 9, 2015</b>	00 11 16 Notice to Bidders
Mandatory Pre-Bid Conference And Mandatory Site Visit (Details at Pre-Bid Conference) <i>Instructions &amp; Requirements for attendees: This conference shall take place at the building construction site. Therefore, all attendees must wear their own construction safety attire which shall include, but not be limited to wearing: construction safety shoes, long pants, long sleeves, safety vest, protective eye wear, and a hard hat.</i>	<b>April 28, 2015, 3:00PM</b>  <i>Location: Highland Care Pavilion 1411 East 31<sup>st</sup> Street Main Entry Lobby  Parking: There is a public parking structure next to the Highland Care Pavilion Building at 31<sup>st</sup> St. and Vallecito St. There is also parking on Vallecito Street.</i>	00 11 16 Notice to Bidders
Non-Mandatory Bidders Networking Conference	<b>April 29, 2015, 11:00AM</b>  <i>Location: General Services Agency 1401 Lakeside Drive 8<sup>th</sup> Floor, Technical Services Dept, Room 827 Oakland, CA 94612</i>	00 11 16 Notice to Bidders

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Issue List of attendees at Mandatory Pre-Bid Conference (Addendum #1)	<b>April 30, 2015</b>	00 21 13 Instructions to Bidders
Last Day for Receipt of Questions	<b>May 1, 2015, 2:00PM</b>	00 21 13 Instructions to Bidders
Issue Responses to Questions (Addendum #2)	<b>May 15, 2015</b>	00 21 13 Instructions to Bidders
Bid Due Date, Receipt of Bids	<b>June 2, 2015, No Later Than 2:00PM</b>	00 21 13 Instructions to Bidders
Bid Opening Date	<b>June 2, 2015, 2:15PM</b>	00 21 13 Instructions to Bidders
Notice of Intent to Award	<b>June 12, 2015</b>	00 51 13 Notice of Intent to Award
Last Day to Submit Bid Protest	<b>June 19, 2015 (5<sup>th</sup> Business Day from Date of Notice of Intent to Award)</b>	00 21 13 Instructions to Bidders
Estimated Board Award of Contract	<b>June 30, 2015</b>	00 51 00 Notice of Award
Notice of Award	<b>June 30, 2015</b>	00 51 00 Notice of Award
Signing of Contract	<b>July 10, 2015 (7 Calendar days after Notice of Award)</b>	00 11 16 Notice to Bidders 00 51 00 Notice of Award
Submit Post-Award Documents	<b>July 10, 2015 (7 Calendar days after Notice of Award)</b>	00 21 13 Instructions to Bidders
Contract Duration	<b>129 Calendar Days</b>	00 52 13 Agreement Form – Stipulated Sum (Single-Prime Contract)
Contract Duration Begins	<b>August 4, 2015</b>	00 55 00 Notice to Proceed
Contract Duration Ends	<b>December 11, 2015</b>	00 55 00 Notice to Proceed
Notice to Proceed	<b>August 4, 2015</b>	00 55 00 Notice to Proceed

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Last Day to Submit Preliminary Schedule, etc. per Notice to Proceed	<b>August 19, 2015</b> (10 <sup>th</sup> Business Day following Notice to Proceed)	00 55 00 Notice to Proceed
Construction Start Date	<b>October 19, 2015</b>	
Substantial Completion Date	<b>December 4, 2015</b>	
Final Completion	<b>December 11, 2015</b>	

END OF DOCUMENT

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**END OF DOCUMENT**

**LIST OF DRAWINGS**

Sheet Number	Sheet Name	Description	Drawing Dated
I4-T2.1.0	FLOOR PLAN LEVEL 1	TV J-BOX LOCATIONS	January 17, 2014 (ACD I4-051)
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I4-T2.8.0	FLOOR PLAN LEVEL 8	TV J-BOX LOCATIONS	January 17, 2014 (ACD I4-051)
I4-T2.9.0	FLOOR PLAN LEVEL 9	TV J-BOX LOCATIONS	January 17, 2014 (ACD I4-051)

END OF DOCUMENT



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DOCUMENT 00 11 16

**NOTICE TO BIDDERS**

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 ("Project" or "Contract"):

**HIGHLAND ATR PROJECT #2043: ACUTE CARE TOWER BUILDING AUDIO-VISUAL & TELEVISION EQUIPMENT AND INSTALLATION**

1. Sealed Bids will be received until 2:00 PM, June 2, 2015, at 1401 Lakeside Drive, 9<sup>th</sup> Floor, Oakland, California, at or after which time the bids will be opened and publicly read aloud. Any claim by a bidder of error in its bid must be made in compliance with section 5100 et seq. of the Public Contract Code. Any bid that is submitted after this time shall be non-responsive and returned to the bidder.

2. The Project consists of:

**FURNISH AND INSTALL AUDIO-VISUAL EQUIPMENT AND TELEVISION EQUIPMENT IN THE NEW ACUTE CARE TOWER BUILDING FOR THE HIGHLAND ATR PROJECT.**

The budgetary estimate for the scope of work is \$660,000.

The time to complete this project is One hundred twenty-nine (129) calendar days, no later than December 11, 2015.

3. 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 Supplementary Instructions to Bidders - Construction Outreach Program Document 00 22 19.
4. Bidders are strongly encouraged to review the Supplementary Instructions to Bidders – Enhanced Construction Outreach Program Document (ECOP) 00 22 19 and to begin their outreach efforts prior to the initial mandatory project job walk. The list of bidders solicited for this project include but are not limited to all those construction contractors listed in the GSA Small, Local & Emerging Program Vendor Query database located at [http://www.acgov.org/sleb\\_query\\_app/gsa/sleb/query/slebmenu.jsp](http://www.acgov.org/sleb_query_app/gsa/sleb/query/slebmenu.jsp).
5. To bid on this Project, the Bidder is required to possess one or more of the following State of California Contractor Licenses:

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A – As applicable to scope.

B – As applicable to scope.

C -7

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

6. A bid bond by an admitted surety insurer on the form provided by the County, cash, or a cashier's check or a certified check, drawn to the order of the County of Alameda, in the amount of 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 section 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 sections 1770 et seq. of the California Labor Code. Prevailing wage rates are also available from the County or on the Internet at:  
<http://www.dir.ca.gov>
10. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The following requirements apply to this bid and contract:
  - A. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
  - B. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

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11. A mandatory pre-bid conference and site visit will be held on April 28, 2015, at 3:00PM, in Oakland, California. All participants are required to sign in at the meeting site. A bidder's failure to attend the mandatory pre-bid conference or arrival after the material start of the meeting will render bid ineligible. The meeting and site visit is expected to take approximately two (2) hours. All participants who attend this mandatory pre-bid conference must wear their own construction safety attire which shall include, but not be limited to: construction safety shoes, long pants, long sleeves, a reflective safety vest, protective eye wear, and a hard hat.
12. A non-mandatory networking conference will be held on April 29, 2015, at 11:00AM, in Oakland, California.
13. Contract Documents are available on April 10, 2015 and are available for bidders' review at the locations shown on Attachment 1 to this Document.
  - A. Contract Documents are also available for purchase at East Bay Blueprint (See Attachment 1 of this Document Section). This fee is non-refundable.
14. The County has found and determined that the following item(s) shall be used on this Project based on the purpose(s) indicated. (Public Contract Code section 3400(b)): A particular material, product, thing, or service is designated by specific brand or trade name for the following purpose(s):
  - (1) **ALL EQUIPMENT PRODUCTS SPECIFIED: In order to match other products in use on a particular public improvement either completed or in the course of completion.**
15. It is County policy to minimize the expenditure of County funds on goods and services produced by any entity which buys, sell, leases or distributes commodities and/or professional services to (1) the government of Burma; or (2) any entity organized under the laws of Burma; or (3) any entity which does business with any private or public entity located in Burma, or conducts operations in Burma. Contractors are urged to comply with the policy in making purchases and subcontracts. (ref. Alameda County, Cal., Adm. Code tit.4, §4.32.050(B),(F).
16. Contractors must comply with County Administrative Code's CONSTRUCTION DEBRIS MANAGEMENT AND GREEN BUILDING PRACTICES. This Project is designed to meet minimum LEED™ "Silver" rating under the LEED rating system, or a county-approved equivalent, and Contractors are required to perform all work in a manner that will not hinder LEED™ certification of the Project.
17. The County reserves the right to reject any and all bids and/or waive any irregularity in any bid received. If the County awards the Contract, the security of unsuccessful

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

18. The County shall award the Contract, if it awards it at all, to the lowest responsive  
responsible bidder based on:

A. The base bid amount only.

Determination of the responsible bidder with the lowest responsive bid will also be  
subject to the terms of the Supplementary Instructions to Bidders – Enhanced  
Construction Outreach Program Document 00 22 19.

END OF DOCUMENT

**PLAN ROOM ADVERTISING LIST**

<input checked="" type="checkbox"/> 1 Builders Exchange of Alameda County** 3055 Alvarado Street San Leandro, CA 94577 Phone: (510) 483-8880 Fax: (510) 352-1509 Email: <a href="mailto:beac@beac.com">beac@beac.com</a>	<input checked="" type="checkbox"/> 2 San Francisco Builders Exchange 850 South Van Ness Avenue San Francisco, CA 94110 Phone: (415) 282-8220 Fax: (415) 821-0363 Email: <a href="mailto:djohnsonsf@sbcglobal.net">djohnsonsf@sbcglobal.net</a>
<input checked="" type="checkbox"/> 3 Contra Costa Builders Exchange 2440 Stanwell Drive, Suite B Concord, CA 94520 Phone: (925) 685-8630 Fax: (925) 685-3424 Email: <a href="mailto:claudiap@ccbx.com">claudiap@ccbx.com</a>	<input checked="" type="checkbox"/> 4 McGraw-Hill Construction/Dodge (Online)** 4300 Beltway Place Suite 180 Arlington, TX 76018 <b>(Contact: Gerry McCarthy)</b> 626-531-6818; Fax: 626-226-1623 Email <a href="mailto:gerry.mccarthy@mhfi.com">gerry.mccarthy@mhfi.com</a>
<input checked="" type="checkbox"/> 5 Small Business Exchange 703 Market Street, Suite 1000 San Francisco, CA 94103 Phone: (415) 778-6250 Fax: (415) 778-6255 Email: <a href="mailto:sbe@sbeinc.com">sbe@sbeinc.com</a>	<input checked="" type="checkbox"/> 6 Central California Builders Exchange 1244 N. Mariposa St. Fresno, Ca 93703 Phone (559) 237-1831 Fax (559) 264-2532 Email: <a href="mailto:megan@cencalbx.com">megan@cencalbx.com</a>
<input checked="" type="checkbox"/> 7 County of Alameda Current Contracting Opportunities Website located at <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>	
<input checked="" type="checkbox"/> 8 Reed Construction Data** – Online/Electronic Plan Room 30 Technology Parkway South, Suite 100 Norcross, GA 30092-2912 Phone: (770) 209-3396 Jeannie Kwan Fax (Addenda only): (800) 303-8629; Fax (Notice to Bidders/IFB): (800) 642-2437 Email (addenda only): <a href="mailto:docprocessing@reedbusiness.com">docprocessing@reedbusiness.com</a> <i>-Send requests to advertise to above address/fax/phone-</i> Local Email: <a href="mailto:Jeannie.kwan@cmdgroup.com">Jeannie.kwan@cmdgroup.com</a> (EPR: <a href="http://www.reedconstructiondata.com">http://www.reedconstructiondata.com</a> )	
<input checked="" type="checkbox"/> 9 East Bay Blue Print & Supply Co. 1745 Fourteenth Ave Oakland, CA 94606 Phone: (510) 261-2990 - Sandy Petty Email: <a href="mailto:ebbp@eastbayblueprint.com">ebbp@eastbayblueprint.com</a>	<input checked="" type="checkbox"/> 10 Construction Bidboard, Inc.(Online)** 11622 El Camino Real, Suite 100 San Diego, CA 92130 800-479-5314 phone 619-688-0585 fax <b>(Contact Dorothy Ellithorpe for info)</b> <a href="mailto:dellithorpe@ebidboard.com">dellithorpe@ebidboard.com</a> Email: <a href="mailto:planroom@ebidboard.com">planroom@ebidboard.com</a> or <a href="mailto:ebidboard@gmail.com">ebidboard@gmail.com</a>

\*\*Construction trade journals specified for alternate bidding procedures for projects between \$25,000 and \$125,000 minimum advertising requirements. County policy is to post all construction projects over \$25,000 in all listed Plan Rooms, Press/Newspaper Publications and Local Chambers of Commerce/Trade Organizations

DOCUMENT 00 21 13

**INSTRUCTIONS TO BIDDERS**

Bidders shall follow the instructions in this document, and shall submit all documents, forms, and information required for consideration of 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"):

**HIGHLAND ATR PROJECT #2043: ACUTE CARE TOWER BUILDING AUDIO-VISUAL & TELEVISION EQUIPMENT AND INSTALLATION**

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 Bid Form 00 41 13 and all other required County forms. Bids not submitted on the County's required forms shall be deemed non-responsive and shall not be considered. Additional sheets required to fully respond to requested information are permissible.
4. Bidders must supply all information required by each Bid Document. Bids must be full and complete. 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. Bid Bond on Bid Security Form Document 00 43 13 or other security
  - b. Designated Subcontractors List Document 00 43 36
  - c. Site-Visit Certification Document 00 45 01, if a site visit was required
  - d. Non-Collusion Affidavit Document 00 45 13
  - e. Construction Outreach Program Certifications as required by Supplementary Instructions to Bidders – Enhanced Construction Outreach Program Document 00 22 19.
  - f. Completed Debarment Form, Document 00 52 13.1.
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. Required form of corporate surety, Bid Security Form, is provided by County and must be used and fully completed by Bidders choosing to provide a Bid

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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 Bid. Failure to submit this list when required by law shall result in Bid being deemed non-responsive and the Bid will not be considered.
8. 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.
9. Bidders shall submit the Non-Collusion Affidavit with their Bids. Bids submitted without the Non-Collusion Affidavit shall be deemed non-responsive and will not be considered.
10. Bids shall be clearly written without erasure or deletions. County reserves the right to reject any Bid containing erasures or deletions.
11. Bidders shall not modify Bid Form 00 41 13 or qualify their Bids. Bidders shall not submit to the County a scanned, re-typed, word-processed, or otherwise recreated version of Bid Form 00 41 13 or other County-provided document.
12. 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

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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 sections 1770 et seq. of the California Labor Code.

13. Submission of Bid signifies careful examination of Contract Documents and complete understanding of the nature, extent, and location of Work to be performed. Bidders must complete the tasks listed below as a condition to bidding, and submission of Bid shall constitute the Bidder's express representation to County that Bidder has 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



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will have in this Contract or in the performance thereof or in any portion of the profits thereof;

- f. Bidder must, prior to bidding, perform the work, investigations, research, and analysis required by this document and that Bidder represents in its Bid Form 00 41 13 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 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, e.g., on Drawings or in Specifications, has been obtained with reasonable care, and has been recorded in good faith. However, County only warrants, and Bidder may only rely, on the accuracy of limited types of information.
  - (1) As to above-ground conditions or as-built conditions shown or indicated in the Contract Documents, there is no warranty, express or implied, or any representation express or implied, that such information is correctly shown or indicated. This information is verifiable by independent investigation and Bidder is required to make such verification as a condition to bidding. In submitting its Bid, Bidder shall rely on the results of its own independent investigation. In submitting its Bid, Bidder shall not rely on County-supplied information regarding above-ground conditions or as-built conditions.
  - (2) As to any subsurface condition shown or indicated in the Contract Documents, Bidder may rely only upon the general accuracy of actual reported depths, actual reported character of materials, actual reported soil types, actual reported water conditions, or actual obstructions shown or indicated. County is not responsible for the completeness of such information for bidding or construction; nor is County responsible in any way for any conclusions or opinions of Bidder drawn from such information; nor is County responsible for subsurface conditions that are not specifically shown (for example, County is not responsible for soil conditions in areas contiguous to areas where a subsurface condition is shown).
- h. Conditions Shown in Reports and Drawings Supplied for Informational Purposes: Reference is made to the document entitled Geotechnical Data, and the document entitled Existing Conditions Information, for identification of:

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- (1) Subsurface Conditions: Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that have been utilized by Architect in preparing the Contract Documents; and
  - (2) Physical Conditions: Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that has been utilized by Architect in preparing the Contract Documents.
  - (3) These reports and drawings are **not** Contract Documents and, except for any "technical" data regarding subsurface conditions specifically identified in Geotechnical Data and Existing Conditions Information, and underground facilities data, Bidder may not in any manner rely on the information in these reports and drawings. Subject to the foregoing, Bidder must make its own independent investigation of all conditions affecting the Work and must not rely on information provided by County.
14. Bidders may examine any available "as-built" drawings of previous work by giving County reasonable advance notice. County will not be responsible for accuracy of "as-built" drawings. The document entitled Existing Conditions Information applies to all supplied "as-built" drawings.
15. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are on file at the County's principal office. Prevailing wage rates are also available from the County or on the internet at (<http://www.dir.ca.gov>)
16. All questions about the meaning or intent of the Contract Documents are to be directed in writing, including by e-mail, to County. Interpretations or clarifications considered necessary by County in response to such questions will be issued in writing by Addenda faxed, mailed, or delivered to all parties recorded by County as having received the Contract Documents. Questions received less than **TEN(10)** business days prior to the date for opening Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
17. Addenda may also be issued to modify other parts of the Contract Documents as deemed advisable by County.
18. Each Bidder must acknowledge each Addendum in its Bid Form 00 41 13 by number or its Bid shall be considered non-responsive. Addenda shall be part of the Contract Documents. A complete listing of Addenda may be secured from County.

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19. Bids shall be based on products and systems specified in Contract Documents or listed by name in Addenda. County is not responsible and/or liable in any way for a Bidder's damages and/or claims related, in any way, to that Bidder's basing its bid on any

requested substitution that County has not approved. Bidders and materials suppliers who submit requests for substitutions prior to the award of the Contract must do so in writing and in compliance with Public Contract Code section 3400. All requests must comply with the following:

- a. County must receive any request for substitution a minimum of **TEN (10)** business days prior to bid opening.
  - b. Requests for substitutions shall contain sufficient information to assess acceptability of product or system and impact on Project, including, without limitation, the requirements specified in the Special Conditions and the Specifications. Insufficient information shall be grounds for rejection of substitution.
  - c. Approved substitutions shall be listed in Addenda. County reserves the right not to act upon submittals of substitutions until after bid opening.
  - d. Substitutions may be requested after Contract has been awarded only if indicated in and in accordance with requirements specified in the Special Conditions and the Specifications.
20. 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.
21. Bids will be opened at or after the time indicated for receipt of bids.
22. 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 section 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.

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23. 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.
24. 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 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.

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- d. 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. Workers' Compensation Certification.
  - g. Prevailing Wage and Related Labor Requirements Certification.
  - h. Hazardous Materials Certification.
  - i. Contractor's Safety Plan specifically adapted for the Project.
25. Any Bid protest by any Bidder regarding any other Bid must be submitted in writing to the County's GSA-Assistant Director, located at 1401 Lakeside Drive, 10th Floor, Oakland, CA 94612, Fax: (510) 208-9711, before 5:00 p.m. of the **FIFTH (5th)** business day following the date of issuance of the Document 00 51 13 – Notice of Intent to Award, not the date received by the Bidder. A Bid protest received after 5:00 p.m. is considered received as of the next business day.
- a. The Bid protest must contain a complete statement of the reasons and facts for the protest.
  - b. The protest must refer to the specific portions of all documents that form the basis for the protest.
  - c. The protest must include the name, address, email address, fax number and telephone number of the person representing the protesting party.
  - d. The County Agency/Department] will transmit a copy of the bid protest to all bidders as soon as possible after receipt of the protest.
  - e. Upon receipt of written protest, GSA-Assistant Director, or designee will review and evaluate the protest and issue a written decision. The GSA-Assistant Director, may, at his or her discretion, investigate the protest, obtain additional information, provide an opportunity to settle the protest by mutual agreement, and/or schedule a meeting(s) with the protesting Bidder and others (as appropriate) to discuss the protest. The decision on the bid protest will be issued at least ten (10) business days prior to the Board hearing or award date.
  - f. The decision will be communicated by e mail or fax, and certified mail and will inform the bidder whether or not the recommendation to the Board in the Notice

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of Intent to Award is going to change. A copy of the decision will be furnished to all Bidders affected by the decision. As used in this paragraph, a Bidder is affected by the decision on a Bid protest if a decision on the protest could have resulted in the Bidder not being the apparent successful Bidder on the RFP.

- g. The decision of the GSA-Assistant Director on the bid protest may be appealed to the Auditor- Controller's Office of Contract Compliance (OCC) located at 1221 Oak St., Rm. 249, Oakland, CA 94612, Fax: (510) 272-6502. The Bidder whose Bid is the subject of the protest, all Bidders affected by the GSA-Assistant Director's decision on the protest, and the protestor have the right to appeal if not satisfied with the GSA-Assistant Director's decision. All appeals to the Auditor-Controller's OCC shall be in writing and submitted within five (5) business days following the issuance of the decision by the GSA-Assistant Director, not the date received by the Bidder. An appeal received after 5:00 p.m. is considered received as of the next business day.
- 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 OCC will not re-judge the proposal(s). The appeal to the OCC shall be limited to review of the procurement process to determine if the contracting department materially erred in following the RFP/RFQ or, where appropriate, County contracting policies or other laws and regulations.
- j. The appeal to the OCC also shall be limited to the grounds raised in the original protest and the decision by the GSA-Assistant Director. As such, a Bidder is prohibited from stating new grounds for a Bid protest in its appeal.
- k. The decision of the Auditor-Controller's OCC is the final step of the appeal process. A copy of the decision of the Auditor-Controller's OCC will be furnished to the protestor, the Bidder whose Bid is the subject of the Bid protest, and all Bidders affected by the decision.
- l. 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 Supervisors.
- m. 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

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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.

26. 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.
27. Discrepancies between written words and figures, or words and numerals, will be resolved in favor of the figures or numerals.
28. Prior to the award of Contract, County reserves the right to consider the responsibility of the Bidder. County may conduct investigations as County deems necessary to assist in the evaluation of any bid and to establish the responsibility, including, without limitation, qualifications and financial ability of Bidders, proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to County's satisfaction within the prescribed time.

**END OF DOCUMENT**

DOCUMENT 00 22 19

**SUPPLEMENTARY INSTRUCTIONS TO BIDDERS -  
ENHANCED CONSTRUCTION OUTREACH PROGRAM  
(NOT REQUIRED FOR PROJECTS \$125K AND UNDER)**

**SECTION I**

**1 PURPOSE**

It is the express purpose of the Enhanced Construction Outreach Program (ECOP) to encourage the participation in the County of Alameda (County), General Services Agency (GSA) capital projects of

- Minority Owned Business Enterprise (MBE),
- Woman Owned Business Enterprise (WBE),
- Local Business Enterprise (LBE) and
- Small Local Business Enterprise (S/LBE)

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

It is also the purpose of this program to encourage businesses to locate and remain in Alameda County, to employ residents of Alameda County, and to spend County funds for County construction projects within the County.

In addition, for this project, GSA is interested in contracting with those businesses that can demonstrate the ability and willingness to provide jobs required to complete this project to local apprentices, youth, unemployed and under-employed County residents.

In the event of conflict between the terms of this Section 00 22 19 and any other Sections of the bid documents for this project, the terms of this Section 00 22 19 shall take priority.

By responding to this request for bids, bidders acknowledge and agree to all Section 00 22 19 ECOP provisions contained herein.

**2 APPLICATION**

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

To be considered for a contract award, any contractor who fails to meet all ECOP goals identified herein shall be required to demonstrate to the satisfaction of the County that all good faith efforts



(GFEs) were made in accordance with the criteria listed in Section 7.9, GFE 1-9. A contract, if awarded, will be awarded to the responsible bidder with the lowest responsive bid.

### **3 DEFINITIONS**

#### **3.1 LOCAL BUSINESS ENTERPRISE (LBE)**

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

#### **3.2 MINORITY OR WOMEN BUSINESS ENTERPRISE (MWBE)**

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

- At least 51 percent of the business is owned by one or more minority persons or women, or in the case of any business whose stock is publicly held, at least 51 percent of the stock is owned by one or more minority persons or women; and
- Whose management and daily business operations are controlled by one or more such individuals.

A MWBE must be certified as such by local agencies identified or recognized by the County as having effective certification programs. When the State of California SBE definition is met, validation of the current certification by one of the following local agencies must be provided with the bid response:

Bay Area Rapid Transit (BART)  
Office of Community Investment and Infrastructure<sup>1</sup>,  
The (CPUC) Supplier Clearinghouse  
Western Regional Minority Supplier Development Council (WRMSDC)  
Womens' Business Enterprise National Council (WBENC)

#### **3.3 MINORITY PERSON**

Minority person, for purposes of this section, means Black Americans, Hispanic Americans, Native Americans (including American Indians, Eskimos, Aleuts and Native Hawaiians), Asian-Pacific Americans (including persons whose origins are from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the United States Trust Territories of the Pacific, Northern Marianas, Laos, Cambodia and Taiwan).

#### **3.4 RESPONSIBLE BIDDER AND RESPONSIVE BID**

The intent of this bid solicitation is to award a contract to the responsible bidder with the lowest responsive bid.

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<sup>1</sup> Successor Agency to San Francisco Redevelopment Agency  
ALAMEDA COUNTY GSA-TSD



3.4.1. A responsible bidder is defined by the California Public Contract Code section 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.”

3.4.2. 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 that are submitted in accordance with the instructions contained herein and that promise to do what the bidding instructions require. Responsive bids are those submitted on time; contain complete information, and required submittals and/or supporting documentation.

### 3.5 SMALL BUSINESS ENTERPRISE (SBE)

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

- Must be independently owned and operated;
- Cannot be dominant in its field of operation;
- Must have its principal office located in California;
- Must have its owners (or officers in the case of a corporation) domiciled in California; and
- Together with its affiliates, be either:
  - A business with 100 or fewer employees, and an average annual gross receipts of \$14 million or less over the previous three tax years, or
  - A manufacturer with 100 or fewer employees.

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

Alameda County Transportation Commission (Alameda CTC)

California Department of General Services (DGS)

Office of Community Investment and Infrastructure<sup>2</sup>,

Port of Oakland

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

### 3.6 SMALL LOCAL BUSINESS ENTERPRISE (S/LBE)

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<sup>2</sup> Successor Agency to San Francisco Redevelopment Agency  
ALAMEDA COUNTY GSA-TSD



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

#### 4 ENHANCED CONSTRUCTION OUTREACH PROGRAM (ECOP) GOALS

##### 4.1 MBE PARTICIPATION SUBCONTRACTING – 15% GOAL

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

- a. The County shall award construction contracts to the responsible bidder with the lowest responsive bid as required by law. The County shall further require that in order to be awarded a contract, a prime contractor must show that a good faith effort was made to provide at least 15% of the total contract amount to MBE subcontractors, manufacturers, suppliers and truckers.
- b. The MBE goals must be achieved by the use of MBE subcontractors, manufacturers, suppliers and/or truckers. If the Contractor plans to perform all the work with the Contractor's own forces, the goal will still apply and must be achieved by the use of suppliers, manufacturers, and/or truckers.

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

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

##### 4.2 WBE PARTICIPATION SUBCONTRACTING – 5% GOAL

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

- a. The County shall award construction contracts to the responsible bidder who submitted the lowest responsive bid, as required by law. The County shall further require that in order to be awarded a contract; a prime contractor must show that a good faith effort was made to provide at least 5% of the total contract amount to WBE subcontractors, manufacturers, suppliers and/or truckers.
- b. The WBE goals must be achieved by the use of subcontractors, manufacturers, suppliers and/or truckers. If the Contractor plans to perform all the work with the Contractor's own forces, the goal will still apply and must be achieved by the use of manufacturers, suppliers and/or truckers.

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

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

#### 4.3 LBE PARTICIPATION GOALS –60% GOAL

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

- a. The County shall award construction contracts to the responsible bidder who submitted the lowest responsive bid, as required by law. The County shall further require that in order to be awarded a contract, a prime contractor must show that a good faith effort was made to provide at least 60% of the total contract amount to a LBE.
- b. The prime contractor may count a portion or all of its work towards meeting the goal and/or the LBE goal may be achieved by the use of subcontractors, manufacturers, suppliers and/or truckers.

#### 4.4 S/LBE PARTICIPATION - 20% GOAL

The S/LBE element of the ECOP program shall include subcontractors, manufacturers, suppliers and/or truckers in calculating achievement of the S/LBE goal. Any contractor who fails to meet the S/LBE goals described herein must demonstrate to the satisfaction of

the County of Alameda that a good faith effort was made to meet these goals in order to be considered for a contract award.

- a. The County shall award construction contracts to the responsible bidder who submitted the lowest responsive bid, as required by law. The County shall further require that in order to be awarded a contract; a prime contractor must show that a good faith effort was made to provide at least 20% of the total contract amount to a S/LBE.
- b. The prime contractor may count a portion or all of its work towards meeting the goal and/or the S/LBE goal may be achieved by the use of subcontractors, manufacturers, suppliers and/or truckers. For purposes of meeting this goal, the 20% S/LBE participation may also be counted toward achieving the 60% LBE participation goal and/or a part of the prime contractor LBE participation.

## **5 SMALL BUSINESS ENTERPRISE 5% BID PREFERENCE**

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

## **6 HIRING OF LOCAL APPRENTICES, YOUTH, UNEMPLOYED AND UNDEREMPLOYED RESIDENTS**

### **PURPOSE**

The County of Alameda, General Services Agency (GSA), Technical Services Department (TSD) strongly encourages the hiring of local apprentices, youth, unemployed and underemployed County residents to complete the work required for this project. Those firms that can demonstrate the ability and willingness to provide jobs required to complete this project to local apprentices, youth, unemployed and underemployed County residents should include such evidence in their bid response.

## **7 GOOD FAITH EFFORTS, ECOP PACKAGE SUBMITTALS, AND EVALUATION PROCEDURES**

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

- 7.2 Upon request from GSA the two responsible bidders with the lowest responsive bids must submit to the Project Manager documentation to support the ECOP goals met and the GFEs made. The documentation submitted by each bidder shall be referred to as the ECOP Package.
- 7.3 ECOP bid submittal evaluation will initiate following GSA's determination of the two (2) responsible bidders who submitted the lowest responsive bids and their submission of the ECOP Package, which shall include, but not be limited to, ECOP Form 101A, 101B, 102A, 102B and 102C (provided separately as Excel fillable forms) and supporting documentation verifying ECOP goals met and GFEs made. The ECOP Package is to be submitted by the two (2) responsible bidders who submitted the lowest responsive bids to GSA no later than 2:00 p.m. on the second business day following notification and request by GSA.
- The individual dollar amounts to be subcontracted to the M/W/S/LBE listed in the bidder's proposal will be listed on the S/LBE Participation Information ECOP Forms 101A and 101B and the M/WBE Subcontractor Participation Information ECOP Forms 102A, 102B
  - ECOP Forms 101A, 101B, 102A 102B, 102C (Excel fillable forms), signature page and supporting documentation shall be delivered to the assigned Project Manager.
- 7.4 After the bids are opened, the M/W/S/LBE subcontractors, manufacturers, suppliers and/or truckers who bid to the two (2) responsible bidders with the apparent lowest responsive bids are required to provide the amounts of their bids to the County for the purposes of verification. This information shall be certified by a principal of the subcontracting firm. To the extent permitted by law, the information provided by the subcontractors, manufacturers, suppliers and/or truckers will be treated as proprietary, and will be solely for the use of County staff or its agents.
- 7.5 Each ECOP Package will be reviewed and evaluated by GSA or its agents within approximately five (5) business days of receipt unless additional time is needed to verify the submittals. Bidders must meet all the ECOP goals **OR** make all the GFEs (see section 7.9) in order for their bid to be deemed responsive.
- 7.6 The ECOP Package must be complete, submitted on a CD or flashdrive, and contain legible supporting documents:
- ECOP Forms 101A, 101B, 102A, 102B and 102C to be completed electronically and submitted on a CD or flash drive along with hardcopy signature page and supporting documentation.
  - Supporting certification documentation for the prime contractor and each subcontractor, manufacturer, supplier and/or trucker M/W/S/LBEs submitted in the order they are listed on the ECOP forms **must be submitted as hardcopy**
    - To be considered towards meeting the ECOP goals bidders must submit



- Acceptable certifying documentation for the prime contractor and its subcontractors, manufacturers, suppliers and/or truckers, as applicable (for example, local business license with proof of issue and expiration date, certification letters with expiration date).
  - Evidence that manufacturers, suppliers and/or truckers are providing goods or services to subcontractors (for example, letter of intent, agreement)
- c. Documents evidencing those good faith efforts that were made, submitted in the order listed in the table below with the corresponding item number (1-9) noted on each document.
- d. Evidence of M/W/S/LBE participation (copies of bids, agreements, etc.) for all listed subcontractors, manufacturers, suppliers, and/or truckers that are *not* directly contracting with them (for example, material suppliers to subcontractors).
- 7.7 GSA reserves the right, as it may deem appropriate and necessary, to contact the two responsible bidders who submitted the apparent two lowest responsive bids during the evaluation process for clarification and/or submission of additional ECOP Goals or GFE documentation.

7.8 ECOP GOALS / GOOD FAITH EFFORTS REQUIRED

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

	ECOP GOALS	EXAMPLES OF ACCEPTABLE DOCUMENTATION
1	<p><b>60% Local Business Enterprise (LBE)</b> LBE participation may consist of the Prime Contractor and Subcontractors and may count towards the LBE, SBE, MBE and/or WBE ECOP goals.</p>	<ul style="list-style-type: none"> <li>• Business license issued by the County of Alameda or a city within the County of Alameda and proof of date issued (which is at least 6 months prior to the date bids were solicited). OR</li> <li>• Certification letter from an acceptable certifying agency* showing a local address and issuance/expiration dates.</li> </ul>
2	<p><b>20% Certified Small Business Enterprise (SBE)</b> Certified SBEs <b>must be Local</b> (S/LBE) to be considered. S/LBE participation may consist of the Prime Contractor and Subcontractors and may count towards the LBE, SBE, MBE and/or WBE ECOP goals.</p> <p>An SBE meets the LBE definition above and the current State definition of a small business which is &lt;100 employees and &lt;\$14 Million annual gross revenues (over the last three years).</p>	<ul style="list-style-type: none"> <li>• Same as LBE <i>PLUS</i></li> <li>• Current certification document or letter with SBE designation*</li> </ul>
3	<p><b>15% Minority Owned Business Enterprise (MBE)</b> <b><u>Subcontractors</u></b> MBEs are defined per PCC 2000(e)(1), (e)(2) and (f) and are not required to be LBEs. An MWBE may count towards <u>only</u> MBE or WBE participation (not both); however, a local MBE may count towards both LBE and S/LBE ECOP goals.</p> <p>An MBE is a minority-owned business certified by one of the agencies listed below. An MBE can also be an SBE or LBE for purposes of meeting the SBE or LBE subcontracting goals, but an MBE cannot also be considered a WBE.**</p>	<ul style="list-style-type: none"> <li>• Current certification document, letter, etc., with MBE designation**</li> </ul>
4	<p><b>5% Woman-Owned Business Enterprise (WBE)</b> <b><u>Subcontractors</u></b> WBEs are defined per PCC 2000(e)(1), (e)(2) and (f) and are not required to be LBEs. An MWBE may count towards <u>only</u> MBE or WBE participation (not both); however, a local WBE may count both towards the LBE and S/LBE ECOP goals.</p> <p>A WBE is a minority-owned business certified by one of the agencies listed below. A WBE can also be a SBE or LBE for purposes of meeting the SBE or LBE subcontracting goals, but a WBE cannot also be considered a MBE.**</p>	<ul style="list-style-type: none"> <li>• Current certification document, letter, etc., with WBE designation**</li> </ul>

\* **SBE certification from the following agencies is accepted:** Alameda County Transportation Commission (Alameda CTC), California Department of General Services (DGS), Office of Community Investment and Infrastructure, Port of Oakland, and when the State SBE definition is met, Alameda County (SLEB certification).

\*\* **When the State SBE definition is met MWBE certification from the following agencies is accepted:**  
Bay Area Rapid Transit (BART), Office of Community Investment and Infrastructure, the (CPUC) Supplier Clearinghouse, Western Regional Minority Supplier Development Council (WRMSDC), Womens' Business Enterprise National Council (WBENC).



- 7.9 The examples of GFE Indicators listed in the table below and suggested samples and are not meant to be mandatory or exclusionary. Other documentation may be acceptable as long as it evidences a GFE. For additional information regarding the ECOP Package submittals contact the GSA Contract Compliance Officer listed in Section IV below.

Required Good Faith Effort Indicators	Examples of Acceptable Documentation
1. The bidder attended mandatory pre-solicitation or pre-bid meetings that were scheduled by the local agency to inform all bidders of the ECOP requirements for the project for which the contract will be awarded.	<ul style="list-style-type: none"> <li>Copy of pre-bid meeting sign-in sheet (which is e-mailed to attendees and available on County Current Contracting Opportunities website listed below). The name of the firm must be listed.</li> </ul> <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>
2. The bidder identified and selected specific items of the project for which the contract will be awarded to be performed by M/W/S/LBEs to provide an opportunity for participation by those enterprises.	<ul style="list-style-type: none"> <li>Copy of advertisements, certified letters, successfully completed faxes and/or other notices to M/W/S/LBEs with selected specific items identified.</li> </ul>
3. The bidder advertised, not less than ten (10) calendar days before the date the bids are opened, in one or more local daily or weekly newspapers, trade association publications, minority or trade oriented publications, or trade journals for M/W/S/LBEs that are interested in participating in the project.	<ul style="list-style-type: none"> <li>Copy of advertisements placed showing publication name and date, and dated receipts.</li> <li>Dated receipt with ad copy.</li> </ul>
4. The bidder provided written notice of his or her interest in bidding on the contract to the number of M/W/S/LBEs required to be notified by the project specifications not less than ten (10) calendar days prior to the opening of bids. The bidder may utilize the list of certified local business enterprises in the on-line County Small Local Emerging Business (SLEB) Vendor Query System located at <a href="http://www.acgov.org/sleb_query_app/gsa/sleb/query/slebmenu.jsp">http://www.acgov.org/sleb_query_app/gsa/sleb/query/slebmenu.jsp</a> . The minimum number of M/W/S/LBE firms required to be notified is three (3) for each item of the project selected to be performed by a M/W/S/LBE, where a M/W/S/LBE subcontractor has not been secured for that item.	<ul style="list-style-type: none"> <li>Copy of dated notice, complete distribution list(s) and evidence of distribution (proof of faxes, e-mails sent etc.)</li> <li>Undelivered faxes do not count toward the effort to meet the minimum requirement</li> <li>Trades and specialties, in addition to M/W/S/LBE designation, must be clearly identified to meet the minimum requirement by using certification letter or source documentation</li> </ul>
5. The bidder followed up initial solicitations of interest by contacting the enterprises to determine with certainty whether the enterprises were interested in performing specific items of the project.	<ul style="list-style-type: none"> <li>Successfully completed telephone log containing specific dates, name of caller, person contacted and comments (i.e., why not bidding, information sent to/date)</li> </ul>

<p>6. The bidder provided interested M/W/S/LBEs with information about the plans, specifications, and requirements for the selected subcontracting or material supply work.</p>	<ul style="list-style-type: none"> <li>• Copy of published advertisements, letters, successfully completed faxes, etc. with M/W/S/LBE name/contact information including the required information or directions on how to obtain it and the date the information was provided</li> <li>• Agenda, meeting notes, etc. including specific topics discussed, M/W/S/LBE firm names and contact persons in attendance that received information, and the location and date information was provided</li> </ul>
<p>7. The bidder requested assistance from local and small business and minority and women community organizations; local and small, minority and women contractor groups, local, state, or federal M/W/S/LBE assistance offices, or other organizations that provide assistance in recruitment and placement of M/W/S/LBEs.</p> <p>Contractor must attempt to contact at least two organizations.</p>	<ul style="list-style-type: none"> <li>• Copy of dated written request and response (letter, successfully completed fax, e-mail, etc.) or 2<sup>nd</sup> written request to follow-up, if needed. Phone log is not acceptable.</li> </ul>
<p>8. The bidder negotiated in good faith with the M/W/S/LBEs and did not unjustifiably reject as unsatisfactory bids prepared by any M/W/S/LBEs as determined by GSA.</p>	<ul style="list-style-type: none"> <li>• Copies or list of all bids and a spreadsheet listing all bids with firm name, contact person, bid items(s), bid price, M/W/S/LBE classification, and comments re selection or rejection</li> <li>• M/W/S/LBE bids accepted and included in bid response</li> </ul>
<p>9. Where applicable, the bidder advised and made efforts to assist interested M/W/S/LBEs in obtaining bonds, lines of credit, or insurance required by either the GSA or the contractor.</p>	<ul style="list-style-type: none"> <li>• Copy of advertisements or other notices with specifics referencing willingness to assist M/W/S/LBEs</li> <li>• Agenda, meeting notes including presenter's name and title, specific topics discussed, hand outs etc., name of M/W/S/LBE firms in attendance, contact persons who received advice, location and date advice was provided</li> </ul>

7.10 The performance by a bidder of the GFE Indicators specified in the table above shall create a rebuttable presumption, affecting the burden of producing evidence, that a bidder has made a good faith effort to comply with the goals and requirements relating to participation by M/W/S/LBEs established pursuant to Section 4 herein.

## 8 JOINT VENTURES

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

## 9 NONDISCRIMINATION

### 9.1 Purpose

The Contractor shall comply with the Americans with Disabilities Act and Title VII of the Civil Rights Act of 1964 and shall not, in regard to any position for which an employee or applicant for employment is qualified, discriminate against any employee or applicant for employment because of race, creed, color, disability, sex, sexual orientation, political affiliation, or by any other non-merit factors be otherwise subjected to discrimination. The Contractor shall apply the ECOP that ensures applicants are employed, and that employees are treated during employment without regard to their race, age, religion, Vietnam Era Veteran's status, political affiliation, or any other non-merit factors. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other terms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

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

## **SECTION II**

### **CONTRACT COMPLIANCE REQUIREMENTS**

#### **1 APPLICATION**

The following provisions shall apply to all contracts subject to the provisions of Section I and/or Section IV.

**2. ALAMEDA COUNTY CONTRACT COMPLIANCE SYSTEM**

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

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

Upon contract award

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. Contractors should schedule a representative from their office/company, along with each of their subcontractors, to attend Elation Systems training.
  - a. Free multi-agency Elation Systems one-hour training sessions require reservations and are held monthly in the Pleasanton, California area.

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

For further information, please see the Elation Systems training schedule online at [http://www.elationsys.com/elationsys/support\\_1.htm](http://www.elationsys.com/elationsys/support_1.htm) or call Elation Systems at (925) 924-0340.

If you have questions regarding the utilization of the Elation System, please contact the Auditor-Controller's Office of Contract Compliance (OCC) located at 1221 Oak Street, Room 249, Oakland, CA 94612 at Tel: (510) 891-5500, Fax: (510) 272-6502 or via E-mail at [ACSLEBcompliance@acgov.org](mailto:ACSLEBcompliance@acgov.org).

**3 MEETINGS**

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

#### 4 INFORMATION AND RECORDS

For the purposes of determining compliance with this program, the Contractor shall provide the County with access to all records and documents that relate to M/W/S/LBE participation, and to all records of employment advertisements, application forms, tests and other selection techniques used to hire, transfer, promote, train or retain personnel, and other pertinent records and data pertaining to the project under consideration. To the extent permitted by applicable law, proprietary information will be safeguarded.

Upon request, the Contractor must submit the following information to the General Services Agency on Alameda County approved forms. All subcontractor submittals must be through the prime contractor.

1. S/LBE Participation Information and M/WBE Subcontractor Participation Information, (ECOP Forms 101A, 101B, 102A and 102B provided separately as Excel fillable forms) submitted no later than 2:00 p.m. on the second business day following notification and request by GSA.
2. Checklist for Review of Good Faith Efforts (ECOP Form 102C (also provided separately) submitted no later than 2:00 p.m. on the second business day following notification and request by GSA .
3. Certified weekly payroll records (AAP Form 103 and 103A) showing the wages paid to each employee, the employee's job classification, gender and ethnic code. Payrolls will be submitted by the Contractor and each subcontractor via the Contractor. **This provision applies to all classifications, including truckers.** A Fringe Benefits Statement (AAP Form 105A) must be submitted by each contractor/subcontractor with the first certified payroll.
4. Prevailing Wage Information Sheet (AAP Form 104) for prevailing wage rates for both Contractor and Subcontractors.
5. M/W/S/LBE Utilization, when required (AAP Form 106-106A).
6. Equal Employment Policy (AAP Form 107) completed by both Contractor and Subcontractors.

#### 5 NONDISCRIMINATION POLICY FORM

The Contractor must post a Nondiscrimination Policy in a conspicuous place at each construction site.

**6 SUBSTITUTION OF M/W/S/LBE FIRMS**

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

**SECTION III****NON-COMPLIANCE WITH ECOP****1 APPLICATION**

The following provisions shall apply to all contracts subject to the provisions of Section I and/or Section IV.

**2 DETERMINATION OF NON-COMPLIANCE**

During the performance of the contract, if the General Services Agency has reason to believe or finds that the Contractor has not met the ECOP requirements in the contract, the Director of the General Services Agency (or the Director's designee) shall hold a meeting with the Contractor for the purpose of determining whether the Contractor is out of compliance. If after the meeting the Contractor is found to be out of compliance, the Contractor will be notified of a public hearing. The public hearing will be held before the Board of Supervisors with a minimum five calendar-day notice given to the Contractor. If the Board of Supervisors finds that there has been a violation, the County will notify the Contractor in writing of the sanctions to be imposed by the Board.

In addition, the County shall deem a finding by the Fair Employment Practice Commission that there was willful violation of the California Fair Employment Act also to be a violation by the Contractor of the ECOP requirements of the contract, and such violation shall be subject to the sanctions provided herein.

**3 SANCTIONS**

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

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

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



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

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

## **SECTION IV**

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

- a. E-mail the Notice to Bidders to the appropriate vendors in the GSA Local Vendor Database and other sources. Advertise the project once a week for at least 2 consecutive weeks in a newspaper of general circulation in the county where project is located, trade organizations and chambers of commerce, and plan rooms. Notice of this project will also be posted on the GSA Current Contracting Opportunities and Calendar of Events websites (see website URL addresses below).
- b. Incorporate a networking and informational component in the mandatory bid walk/site visit.
- c. Provide information about the project, the ECOP, and other current and upcoming projects at the bid conference/networking meeting.
- e. E-mail the list of attendees from the mandatory bid walk to each attendee when issuing the first Addendum for the Project and post the attendance and first Addendum on the Current Contracting Opportunities website.

## **1 CONTRACTOR RESOURCES**

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

### **Asian American Contractors Association**

Juliana Choy Sommer, President  
(415) 642-1818

### **Western Regional Minority Supplier Development Council (WRMSDC) –**

#### **MBE certifications only**

460 Hegenberger Road, Suite 730  
Oakland, CA 94621  
(510) 686-2555

[www.ncmsdc.org](http://www.ncmsdc.org)

Women's Business Enterprise National Council (WBENC)

WBE certifications only – [www.wbenc.org](http://www.wbenc.org)

Sources for assistance in hiring local apprentices, youth, unemployed and under-employed County residents include:

**Cypress/Mandela Inc. Training Center**

Contact: Art Shanks

E-mail: [artshanks@yahoo.com](mailto:artshanks@yahoo.com)

(510) 208-7350

[www.cypressmandela.org](http://www.cypressmandela.org)

**Youth Employment Partnership Program**

Contact: Michele Clark

E-mail: [mcc@yep.org](mailto:mcc@yep.org)

(510) 533-3447, x3344

[www.yep.org](http://www.yep.org)

For information regarding apprenticeship programs, related forms, complete laws, regulations and Labor Code provisions contact:

**Department of Industrial Relations, Division of Apprenticeship Standards (DAS)**

**San Francisco Office**

455 Golden Gate Avenue, 9<sup>th</sup> Floor, San Francisco, CA 94102

Phone: (415) 703-1128

FAX: (415)/703-5427

Website: [www.dir.ca.gov](http://www.dir.ca.gov)

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/slebr esultlist.jsp?smEmInd=C">http://www.acgov.org/sleb_query_app/gsa/sleb/query/slebr esultlist.jsp?smEmInd=C</a> -
<b>CURRENT CONTRACT OPPORTUNITIES</b>	<a href="http://www.acgov.org/gsa/purchasing/bid_content/Contract Opportunities.jsp">http://www.acgov.org/gsa/purchasing/bid_content/Contract Opportunities.jsp</a> -
<b>UPCOMING CONTRACT OPPORTUNITIES</b>	<a href="http://www.acgov.org/gsa_app/gsa/purchasing/bid_content /futurecontractopportunities.jsp">http://www.acgov.org/gsa_app/gsa/purchasing/bid_content /futurecontractopportunities.jsp</a> -
<b>CALENDAR OF EVENTS</b>	<a href="http://www.acgov.org/calendar_app/DisplayListServlet?s ite=Internet&amp;ag=GSA&amp;ty=PUR">http://www.acgov.org/calendar_app/DisplayListServlet?s ite=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>

For further information regarding the Enhanced Construction Outreach Program (ECOP) contact

Mel Go, Contract Compliance Officer

General Services Agency, Office of Acquisition Policy

Phone: (510) 208-9617 Fax: (510) 208-9720

E-mail: [melbourne.go@acgov.org](mailto:melbourne.go@acgov.org)



**BIDDER INFORMATION AND ACCEPTANCE**

*(Submit hardcopy of this completed page along with all hardcopy ECOP supporting documentation.)*

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

Official Name of Bidder: \_\_\_\_\_

Street Address Line 1: \_\_\_\_\_

Street Address Line 2: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Webpage: \_\_\_\_\_

Type of Entity / Organizational Structure (check one):

☐ Corporation

☐ Joint Venture

☐ Limited Liability Partnership

☐ Partnership

☐ Limited Liability Corporation

☐ Non-Profit / Church

☐ Other: \_\_\_\_\_

Jurisdiction of Organization Structure: \_\_\_\_\_

Date of Organization Structure: \_\_\_\_\_

Federal Tax Identification Number: \_\_\_\_\_

Primary Contact Information:

Name / Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

Name and Title of Signer: \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**Alameda County, General Services Agency**  
**HIGHLAND ATR: ACUTE CARE TOWER TV & AV EQUIPMENT AND INSTALLATION**  
**PROJECT #2043**  
**MASTER CONTRACT # \_\_\_\_\_**

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, the Instructions to Bidders Document 00 21 13 and the Supplementary Instructions to Bidders – Construction Outreach Program Document 00 22 19 have been read and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid for

PROJECT: HIGHLAND ATR PROJECT #2043: ACUTE CARE TOWER BUILDING AV & TV EQUIPMENT AND INSTALLATION

("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>	

**Additive/Deductive Alternates: NONE FOR THIS PROJECT.**

1. **Unit Prices.** The Bidder's Base Bid includes the following unit prices, which the Bidder must provide and County may, at it's discretion, utilize in valuing additive and/or deductive change orders;

**ALL EQUIPMENT AND PRODUCTS SPECIFIED IN DOCUMENT 27 41 17  
AND DOCUMENT 27 41 18.**

**Alameda County, General Services Agency**

**HIGHLAND ATR: ACUTE CARE TOWER TV & AV EQUIPMENT AND INSTALLATION  
PROJECT #2043**

**MASTER CONTRACT # \_\_\_\_\_**

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) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to County, and agrees that its Bid, if accepted by County, will be the basis for the Bidder to enter into a contract with County in accordance with the intent of the Contract Documents.
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. The following documents are attached hereto:
  - a. Bid Bond on Bid Security Form Document 00 43 13 or other security
  - b. Designated Subcontractors List Document 00 43 36
  - c. Site-Visit Certification Document 00 45 01, if a site visit was required
  - d. Non-Collusion Affidavit Document 00 45 13
  - e. Construction Outreach Program Certifications as required by Supplementary Instructions to Bidders - Construction Outreach Program Document 00 22 19
  - f. Completed Debarment Form, Document 00 52 13.1

**Alameda County, General Services Agency**

**HIGHLAND ATR: ACUTE CARE TOWER TV & AV EQUIPMENT AND INSTALLATION  
PROJECT #2043**

**MASTER CONTRACT # \_\_\_\_\_**

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 _____

8. Bidder acknowledges that the license required for performance of the Work is includes a C-7 license.
9. 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.
10. 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.
11. 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.
12. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), County will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
13. 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

**Alameda County, General Services Agency**

**HIGHLAND ATR: ACUTE CARE TOWER TV & AV EQUIPMENT AND INSTALLATION  
PROJECT #2043**

**MASTER CONTRACT #\_\_\_\_\_**

regularly engaged in the general class and type of work called for in the Contract Documents.

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: \_\_\_\_\_

**ALAMEDA COUNTY GSA-TSD**

**Alameda County, General Services Agency**

**HIGHLAND ATR: ACUTE CARE TOWER TV & AV EQUIPMENT AND INSTALLATION**

**PROJECT #2043**

**MASTER CONTRACT #\_\_\_\_\_**

Secretary: \_\_\_\_\_

Treasurer: \_\_\_\_\_

Manager: \_\_\_\_\_

END OF DOCUMENT

**Alameda County General Services Agency**

**HIGHLAND ATR: ACUTE CARE TOWER AV & TV EQUIPMENT AND INSTALLATION  
PROJECT #2043**

**MASTER CONTRACT ID# \_\_\_\_\_**

DOCUMENT 00 43 13

**BID SECURITY FORM**

**(Bid Bond)**

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

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, as \_\_\_\_\_ as Principal ("Principal"),

and \_\_\_\_\_ as Surety ("Surety"),

a corporation organized and existing under and by virtue of the laws of the State of \_\_\_\_\_  
and authorized to do business as a surety in the State of California, are held and firmly bound  
unto the County of Alameda, State of California as Oblige, 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 Oblige becoming effective, or if the Principal shall fully reimburse and save  
harmless the Oblige from any damage sustained by the Oblige 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 Oblige  
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

**Alameda County General Services Agency**

**HIGHLAND ATR: ACUTE CARE TOWER AV & TV EQUIPMENT AND INSTALLATION  
PROJECT #2043**

**MASTER CONTRACT ID# \_\_\_\_\_**

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



**Alameda County, General Services Agency**

**HIGHLAND ATR: ACUTE CARE TOWER AV & TV EQUIPMENT AND INSTALLATION**

**PROJECT #2043**

**MASTER CONTRACT #\_\_\_\_\_**

DOCUMENT 00 43 36

**DESIGNATED SUBCONTRACTORS LIST**

**PROJECT: HIGHLAND ATR PROJECT #2043: ACUTE CARE TOWER BUILDING AUDIO-VISUAL & TELEVISION EQUIPMENT AND INSTALLATION**

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.

**Alameda County, General Services Agency**

**HIGHLAND ATR: ACUTE CARE TOWER AV & TV EQUIPMENT AND INSTALLATION**

**PROJECT #2043**

**MASTER CONTRACT #\_\_\_\_\_**

Name and City of Subcontractor  (1) (4)	Description of Work: Reference to Contract Items  (1)	Prices Under Subcontract  (2) (3)	Subcontractor's License Numbers.		
			State of California Contractor's License  (2)	Dept. of Industrial Relations Registration No.  (DIR)  (2)	Business License and City/County Issued  (2)

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

(1) Submit this information with sealed bid.

**Alameda County, General Services Agency**

**HIGHLAND ATR: ACUTE CARE TOWER AV & TV EQUIPMENT AND INSTALLATION**

**PROJECT #2043**

**MASTER CONTRACT #\_\_\_\_\_**

- (2) This information shall be required of the two (2) apparent low bidders, no later than two days following the bid opening. **DO NOT SUBMIT WITH BID.**
- (3) Dollar amounts will be treated as proprietary and will solely be for the use of County staff. **DO NOT SUBMIT WITH BID.**
- (4) Submit full address of Subcontractors two days following bid opening.

END OF DOCUMENT

**Alameda County General Services Agency**

**HIGHLAND ATR: ACUTE CARE TOWER AV & TV EQUIPMENT AND INSTALLATION  
PROJECT #2043**

**MASTER CONTRACT ID #\_\_\_\_\_**

DOCUMENT 00 45 01

**SITE-VISIT CERTIFICATION**

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

**PROJECT: HIGHLAND ATR: ACUTE CARE TOWER BUILDING AUDIO-VISUAL  
AND TELEVISION EQUIPMENT AND INSTALLATION**

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 fully indemnifies the County of Alameda, its Architect, its Engineer, its Construction Manager, and all of their respective officers, agents, employees, and consultants from any damage, 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

HIGHLAND ATR: ACUTE CARE TOWER AV & TV EQUIPMENT AND INSTALLATION  
PROJECT #2043  
MASTER CONTRACT # \_\_\_\_\_

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

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

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

Title:

**NON-COLLUSION AFFIDAVIT**  
**DOCUMENT 00 45 13**

**Alameda County General Services Agency**

**HIGHLAND ATR: ACUTE CARE TOWER AV & TV EQUIPMENT AND INSTALLATION  
PROJECT #2043**

**MASTER CONTRACT # \_\_\_\_\_**

DOCUMENT 00 45 26

**WORKERS' COMPENSATION CERTIFICATION**

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

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

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

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

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

Proper Name of Contractor: \_\_\_\_\_

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

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

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

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

END OF DOCUMENT

**Alameda County General Services Agency**  
**HIGHLAND ATR: ACUTE CARE TOWER AV & TV EQUIPMENT AND INSTALLATION**  
**PROJECT #2043**  
**MASTER CONTRACT #\_\_\_\_\_**

DOCUMENT 00 45 46.01

**PREVAILING WAGE AND**  
**RELATED LABOR REQUIREMENTS CERTIFICATION**

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

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

I hereby acknowledge that County will use the Alameda County Contract Compliance System, including the Elation Systems, Inc. program, to monitor contract compliance and the LCP Tracker System ([www.lcptracker.com](http://www.lcptracker.com)) for certified payroll labor compliance. Contractor shall use these Compliance Systems to meet County's requirements, and shall participate in training as directed by County in order to become and remain competent in the use of the Compliance Systems. Costs associated with the Alameda County Contract Compliance System, including the Elation Systems, Inc. and LCP Tracker 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

DOCUMENT 00 45 46.01A  
DAVIS BACON ACT WAGE DETERMINATION

CA100029 MOD 12 REVISED 10/08/10 CA29  
\*\*\*\*\* THIS WAGE DETERMINATION WAS REPLACED ON 10/08/10\*\*\*\*\*  
General Decision Number: CA100029 09/10/2010

Superseded General Decision Number: CA20080029

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and  
Highway

Counties: Alameda, Calaveras, Contra Costa, Fresno, Kings,  
Madera, Mariposa, Merced, Monterey, San Benito, San Francisco,  
San Joaquin, San Mateo, Santa Clara, Santa Cruz, Stanislaus and  
Tuolumne Counties in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not  
include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does  
not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	03/12/2010
1	03/19/2010
2	04/02/2010
3	05/28/2010
4	06/11/2010
5	06/25/2010
6	07/02/2010
7	07/09/2010
8	08/13/2010
9	08/20/2010
10	08/27/2010
11	09/03/2010
12	09/10/2010

ASBE0016-001 01/01/2010

AREA 1: ALAMEDA, CONTRA COSTA, LAKE, MARIN, MENDOCINO,  
MONTEREY, NAPA, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA  
CLARA, SANTA CRUZ, SOLANO, & SONOMA COUNTIES

AREA 2: ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE,  
EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LASSEN, MADERA,  
MARIPOSA, MERCED, MODOC, MONO, NEVADA, PLACER, PLUMAS,  
SACRAMENTO, SAN JOAQUIN, SHASTA, SIERRA, SISKIYOU, STANISLAU,  
SUTTER, TEHEMA, TRINITY, TULARE, TUOLUMNE, YOLO, & YUBA COUNTIES

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems)		
Area 1.....	\$ 50.43	16.66
Area 2.....	\$ 39.78	16.66



DOCUMENT 00 45 46.01A  
DAVIS BACON ACT WAGE DETERMINATION

-----  
ASBE0016-004 01/01/2010

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....	\$ 15.18	2.80

-----

BOIL0549-001 01/01/2009

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: REMAINING COUNTIES

	Rates	Fringes
BOILERMAKER		
Area 1.....	\$ 40.17	22.32
Area 2.....	\$ 37.01	22.25

-----

BRCA0003-001 08/01/2008

	Rates	Fringes
MARBLE FINISHER.....	\$ 28.02	12.12

-----

BRCA0003-003 08/01/2008

	Rates	Fringes
MARBLE MASON.....	\$ 39.22	18.58

-----

BRCA0003-005 05/01/2010

	Rates	Fringes
BRICKLAYER		
( 1) Fresno, Kings, Madera, Mariposa, Merced....	\$ 32.96	18.59
( 7) San Francisco, San Mateo.....	\$ 39.10	20.97
( 8) Alameda, Contra Costa, San Benito, Santa Clara.....	\$ 38.38	19.17
( 9) Calaveras, San Joaquin, Stanislaus, Toulumne.....	\$ 33.86	18.24
(16) Monterey, Santa Cruz...	\$ 34.91	21.42

-----

BRCA0003-008 07/01/2009

DOCUMENT 00 45 46.01A  
DAVIS BACON ACT WAGE DETERMINATION

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 30.25	11.57
TERRAZZO WORKER/SETTER.....	\$ 38.93	19.32

-----  
BRCA0003-011 04/01/2009

AREA 1: Alameda, Contra Costa, Monterey, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz

AREA 2: Calaveras, San Joaquin, Stanislaus, Tuolumne

AREA 3: Fresno, Kings, Madera, Mariposa, Merced

	Rates	Fringes
TILE FINISHER		
Area 1.....	\$ 21.34	10.89
Area 2.....	\$ 21.16	11.02
Area 3.....	\$ 20.85	10.16
Tile Layer		
Area 1.....	\$ 38.51	12.17
Area 2.....	\$ 34.31	12.12
Area 3.....	\$ 29.70	11.46

-----  
CARP0034-001 07/01/2009

	Rates	Fringes
Diver		
Assistant Tender, ROV		
Tender/Technician.....	\$ 35.75	24.16
Diver standby.....	\$ 40.33	24.16
Diver Tender.....	\$ 39.33	24.16
Diver wet.....	\$ 80.66	24.16
Manifold Operator (mixed gas).....	\$ 44.33	24.16
Manifold Operator (Standby).....	\$ 39.33	24.16

DEPTH PAY (Surface Diving):  
050 to 100 ft     \$2.00 per foot  
101 to 150 ft     \$3.00 per foot  
151 to 220 ft     \$4.00 per foot

SATURATION DIVING:

The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:

Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: \$1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48" in height, the premium will be \$1.00 per foot.

DOCUMENT 00 45 46.01A  
DAVIS BACON ACT WAGE DETERMINATION

WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

-----  
CARP0034-003 07/01/2010

	Rates	Fringes
Piledriver.....	\$ 36.75	24.86

-----  
CARP0035-002 07/01/2010

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 4: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, San Joaquin, Stanislaus, Tuolumne Counties

	Rates	Fringes
CARPENTER		
AREA 1:		
(1) Carpenter.....	\$ 37.50	21.58
(2) Hardwood Floorlayer; Shingler; Power Saw Operator; Steel Scaffold & Steel Shoring Erector; Saw Filer.....	\$ 37.65	21.58
(3) Bridge Builder.....	\$ 37.50	21.58
(4) Millwright.....	\$ 37.60	22.98
AREA 2:		
(1) Carpenter.....	\$ 31.62	21.58
(2) Hardwood Floorlayer; Shingler; Power Saw Operator; Steel Scaffold & Steel Shoring Erector; Saw Filer.....	\$ 30.77	20.96
(2) Hardwood Floorlayer; Shingler; Power Saw Operator; Steel Scaffold & Steel Shoring Erector; Saw Filer.....	\$ 31.77	21.58
(3) Bridge Builder.....	\$ 37.50	21.58
(4) Millwright.....	\$ 34.12	22.98
AREA 4:		
(1) Carpenter.....	\$ 30.27	21.58
(2) Hardwood Floorlayer; Shingler; Power Saw Operator; Steel Scaffold & Steel Shoring Erector; Saw Filer.....	\$ 30.42	21.58
(3) Bridge Builder.....	\$ 37.50	21.58
(4) Millwright.....	\$ 32.77	22.98

-----  
CARP0035-007 07/01/2010

DOCUMENT 00 45 46.01A  
DAVIS BACON ACT WAGE DETERMINATION

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, San Joaquin, Stanislaus, Tuolumne Counties

	Rates	Fringes
Modular Furniture Installer		
Area 1		
Installer I.....	\$ 22.11	14.98
Installer II.....	\$ 18.68	14.98
Lead Installer.....	\$ 25.56	15.48
Master Installer.....	\$ 29.78	15.48
Area 2		
Installer I.....	\$ 19.46	14.98
Installer II.....	\$ 16.51	14.89
Lead Installer.....	\$ 22.43	15.48
Master Installer.....	\$ 26.06	15.48
Area 3		
Installer I.....	\$ 18.51	14.98
Installer II.....	\$ 15.74	14.98
Lead Installer.....	\$ 21.31	15.48
Master Installer.....	\$ 24.73	15.48

-----  
\* CARP0035-008 08/01/2010

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 4: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, San Joaquin, Stanislaus, Tuolumne Counties

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1.....	\$ 37.50	22.02
Area 2.....	\$ 31.62	22.02
Area 4.....	\$ 30.77	22.02
Drywall Stocker/Scrapper		
Area 1.....	\$ 18.75	12.88
Area 2.....	\$ 15.81	12.88
Area 4.....	\$ 15.39	12.88

-----  
ELEC0006-001 12/01/2008

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO,  
SAN MATEO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 29.87	3%+11.95
Technician.....	\$ 34.01	3%+11.95

DOCUMENT 00 45 46.01A  
DAVIS BACON ACT WAGE DETERMINATION

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

-----  
ELEC0006-007 06/01/2009

SAN FRANCISCO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 53.05	21.685

-----  
ELEC0006-008 12/01/2006

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
Communications System		
Installer.....	\$ 23.47	3%+10.65
Technician.....	\$ 26.72	3%+10.65

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for

DOCUMENT 00 45 46.01A  
DAVIS BACON ACT WAGE DETERMINATION

which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

-----  
ELEC0100-002 06/01/2010

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 32.35	3%+15.25

-----  
ELEC0100-005 12/01/2009

FRESNO, KINGS, MADERA

	Rates	Fringes
Communications System		
Installer.....	\$ 26.29	12.14
Technician.....	\$ 29.93	12.25

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS

Background foreground music, Intercom and telephone interconnect systems, Telephone systems Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage, master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide,

B. FIRE ALARM SYSTEMS Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS      Television monitoring and surveillance systems Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems Vibration sensor systems Card access systems Access control systems, Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems, Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems, VSAT Data Systems Data Communication Systems RF and Remote Control Systems, Fiber Optic Data Systems

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DAVIS BACON ACT WAGE DETERMINATION

WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:

1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

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ELEC0234-001 06/01/2010

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 41.20	21.49

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ELEC0302-001 06/01/2010

CONTRA COSTA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 52.49	3%+20.15
ELECTRICIAN.....	\$ 46.21	3%+20.15

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ELEC0332-001 05/31/2010

SANTA CLARA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 54.71	3%+22.28
ELECTRICIAN.....	\$ 47.57	23.70

FOOTNOTES: Work under compressed air or where gas masks are required, or work on ladders, scaffolds, stacks, "Bosun's chairs," or other structures and where the workers are not protected by permanent guard rails at a distance of 40 to 60 ft. from the ground or supporting structures: to be paid one and one-half times the straight-time rate of pay. Work on structures of 60 ft. or over (as described above): to be paid twice the straight-time rate of pay.

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ELEC0595-001 06/01/2010

ALAMEDA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 50.06	23.67+3%
ELECTRICIAN.....	\$ 44.50	23.67+3%

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ELEC0595-002 12/01/2009

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DAVIS BACON ACT WAGE DETERMINATION

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 37.13	7.5%+20.04
ELECTRICIAN		
(1) Tunnel work.....	\$ 34.65	7.5%+20.04
(2) All other work.....	\$ 33.00	7.5%+20.04
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ELEC0617-001 06/01/2009		

SAN MATEO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 50.00	20.83
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ELEC0684-001 07/01/2010		

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 34.60	3%+16.90
CABLE SPLICER = 110% of Journeyman Electrician		
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ELEC1245-001 06/01/2010		

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 46.14	13.41
(2) Equipment specialist		
(operates crawler		
tractors, commercial motor		
vehicles, backhoes,		
trenchers, cranes (50 tons		
and below), overhead &		
underground distribution		
line equipment).....	\$ 36.85	12.36
(3) Groundman.....	\$ 28.19	12.10
(4) Powderman.....	\$ 41.20	12.53

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day,  
Independence Day, Labor Day, Veterans Day, Thanksgiving Day  
and day after Thanksgiving, Christmas Day

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ELEV0008-001 01/01/2010

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 54.89	20.035

FOOTNOTE:

PAID VACATION: Employer contributes 8% of regular hourly  
rate as vacation pay credit for employees with more than 5  
years of service, and 6% for 6 months to 5 years of service.  
PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day,  
Labor Day, Veterans Day, Thanksgiving Day, Friday after



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DAVIS BACON ACT WAGE DETERMINATION

Thanksgiving, and Christmas Day.

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ENGI0003-008 07/01/2009

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman.....	\$ 38.94	22.58
(2) Dredge Dozer; Heavy duty repairman.....	\$ 33.98	22.58
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 32.86	22.58
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 29.56	22.58
AREA 2:		
(1) Leverman.....	\$ 40.94	22.58
(2) Dredge Dozer; Heavy duty repairman.....	\$ 35.98	22.58
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 34.86	22.58
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 31.56	22.58

AREA DESCRIPTIONS

  AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED,  
  NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN,  
  SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS,  
  SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

  THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2  
  AS NOTED BELOW:

ALPINE COUNTY:

  Area 1: Northernmost part  
  Area 2: Remainder

CALAVERAS COUNTY:

  Area 1: Remainder  
  Area 2: Eastern part

COLUSA COUNTY:

  Area 1: Eastern part  
  Area 2: Remainder

ELDORADO COUNTY:

  Area 1: North Central part  
  Area 2: Remainder

FRESNO COUNTY:

DOCUMENT 00 45 46.01A  
DAVIS BACON ACT WAGE DETERMINATION

Area 1: Remainder  
Area 2: Eastern part

GLENN COUNTY:  
Area 1: Eastern part  
Area 2: Remainder

LASSEN COUNTY:  
Area 1: Western part along the Southern portion of border  
with Shasta County  
Area 2: Remainder

MADERA COUNTY:  
Area 1: Except Eastern part  
Area 2: Eastern part

MARIPOSA COUNTY  
Area 1: Except Eastern part  
Area 2: Eastern part

MONTERREY COUNTY  
Area 1: Except Southwestern part  
Area 2: Southwestern part

NEVADA COUNTY:  
Area 1: All but the Northern portion along the border of  
Sierra County  
Area 2: Remainder

PLACER COUNTY:  
Area 1: All but the Central portion  
Area 2: Remainder

PLUMAS COUNTY:  
Area 1: Western portion  
Area 2: Remainder

SHASTA COUNTY:  
Area 1: All but the Northeastern corner  
Area 2: Remainder

SIERRA COUNTY:  
Area 1: Western part  
Area 2: Remainder

SISKIYOU COUNTY:  
Area 1: Central part  
Area 2: Remainder

SONOMA COUNTY:  
Area 1: All but the Northwestern corner  
Area 2: Remainder

TEHAMA COUNTY:  
Area 1: All but the Western border with Mendocino & Trinity  
Counties  
Area 2: Remainder

TRINITY COUNTY:  
Area 1: East Central part and the Northeastern border with  
Shasta County

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DAVIS BACON ACT WAGE DETERMINATION

Area 2: Remainder

TUOLUMNE COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

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\* ENGI0003-018 07/01/2010

"AREA 1" WAGE RATES ARE LISTED BELOW

"AREA 2" RECEIVES AN ADDITIONAL \$2.00 PER HOUR ABOVE AREA 1  
RATES.

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment		
(AREA 1:)		
GROUP 1.....	\$ 37.77	23.00
GROUP 2.....	\$ 36.24	23.00
GROUP 3.....	\$ 34.76	23.00
GROUP 4.....	\$ 33.38	23.00
GROUP 5.....	\$ 32.11	23.00
GROUP 6.....	\$ 30.79	23.00
GROUP 7.....	\$ 29.65	23.00
GROUP 8.....	\$ 28.51	23.00
GROUP 8-A.....	\$ 28.30	23.00
OPERATOR: Power Equipment		
(Cranes and Attachments -		
AREA 1:)		
GROUP 1		
Cranes.....	\$ 38.65	23.00
Oiler.....	\$ 29.39	23.00
Truck crane oiler.....	\$ 31.68	23.00
GROUP 2		
Cranes.....	\$ 36.89	23.00
Oiler.....	\$ 29.18	23.00
Truck crane oiler.....	\$ 31.42	23.00
GROUP 3		
Cranes.....	\$ 35.14	23.00
Hydraulic.....	\$ 30.79	23.00
Oiler.....	\$ 28.90	23.00
Truck Crane Oiler.....	\$ 31.18	23.00
OPERATOR: Power Equipment		
(Piledriving - AREA 1:)		
GROUP 1		
Lifting devices.....	\$ 38.99	23.00
Oiler.....	\$ 29.73	23.00
Truck crane oiler.....	\$ 32.01	23.00
GROUP 2		
Lifting devices.....	\$ 37.17	23.00
Oiler.....	\$ 29.46	23.00
Truck Crane Oiler.....	\$ 31.76	23.00
GROUP 3		
Lifting devices.....	\$ 35.49	23.00
Oiler.....	\$ 29.24	23.00
Truck Crane Oiler.....	\$ 31.47	23.00
GROUP 4.....	\$ 33.72	23.00
GROUP 5.....	\$ 31.08	23.00

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DAVIS BACON ACT WAGE DETERMINATION

GROUP 6.....	\$ 28.85	23.00
OPERATOR: Power Equipment (Steel Erection - AREA 1:)		
GROUP 1		
Cranes.....	\$ 39.62	23.00
Oiler.....	\$ 30.07	23.00
Truck Crane Oiler.....	\$ 32.30	23.00
GROUP 2		
Cranes.....	\$ 37.85	23.00
Oiler.....	\$ 29.80	23.00
Truck Crane Oiler.....	\$ 32.08	23.00
GROUP 3		
Cranes.....	\$ 36.37	23.00
Hydraulic.....	\$ 31.42	23.00
Oiler.....	\$ 29.58	23.00
Truck Crane Oiler.....	\$ 31.81	23.00
GROUP 4.....	\$ 34.35	23.00
GROUP 5.....	\$ 33.05	23.00
OPERATOR: Power Equipment (Tunnel and Underground Work - AREA 1:)		
SHAFTS, STOPES, RAISES:		
GROUP 1.....	\$ 33.87	23.00
GROUP 1-A.....	\$ 36.34	23.00
GROUP 2.....	\$ 32.61	23.00
GROUP 3.....	\$ 31.28	23.00
GROUP 4.....	\$ 30.14	23.00
GROUP 5.....	\$ 29.00	23.00
UNDERGROUND:		
GROUP 1.....	\$ 33.77	23.00
GROUP 1-A.....	\$ 36.34	23.00
GROUP 2.....	\$ 32.51	23.00
GROUP 3.....	\$ 31.18	23.00
GROUP 4.....	\$ 30.04	23.00
GROUP 5.....	\$ 28.90	23.00

FOOTNOTE: Work suspended by ropes or cables, or work on a  
Yo-Yo Cat: \$.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work);  
Hydraulic excavator, 7 cu. yds. and over; Power shovels,  
over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu.  
yds. up to 7 cu. yds.; Licensed construction work boat  
operator, on site; Power blade operator (finish); Power  
shovels, over 1 cu. yd. up to and including 7 cu. yds.  
m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination  
backhoe and loader over 3/4 cu. yds.; Continuous flight tie  
back machine assistant to engineer or mechanic; Crane  
mounted continuous flight tie back machine, tonnage to  
apply; Crane mounted drill attachment, tonnage to apply;  
Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2  
cu. yds.; Loader 4 cu. yds. and over; Long reach excavator;  
Multiple engine scraper (when used as push pull); Power  
shovels, up to and including 1 cu. yd.; Pre-stress wire

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DAVIS BACON ACT WAGE DETERMINATION

wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber-tired earthmoving equipment (scrappers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed construction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self- propelled pipeline wrapping machine; Soils &

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materials tester; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons; Cargolift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination; Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing machine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck-type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

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ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under; Boom Truck or dual

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DAVIS BACON ACT WAGE DETERMINATION

purpose A-frame truck, non-rotating over 15 tons;  
Truck-mounted rotating telescopic boom type lifting device,  
Manitex or similar (boom truck) over 15 tons;

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PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons;  
Clamshell over 7 cu. yds.; Self-propelled boom-type lifting  
device over 100 tons; Truck crane or crawler, land or barge  
mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and  
including 100 tons; Clamshell up to and including 7 cu.  
yds.; Self-propelled boom-type lifting device over 45 tons;  
Truck crane or crawler, land or barge mounted, over 45 tons  
up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-  
propelled boom-type lifting device 45 tons and under;  
Skid/scow piledriver, any tonnage; Truck crane or crawler,  
land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer;  
Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

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STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-  
propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100  
tons; Self-propelled boom-type lifting device over 45 tons  
to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type  
lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty  
repair person/welder

GROUP 5: Boom cat

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TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson;  
Mucking machine (rubber tired, rail or track type); Raised  
bore operator (tunnels); Tunnel mole bore operator

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GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

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AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS, TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part  
Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part  
Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part  
Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner  
Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part  
Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part  
Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part  
Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts  
Area 2: Remainder



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DAVIS BACON ACT WAGE DETERMINATION

LAKE COUNTY:

Area 1: Southern part  
Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border  
with Shasta County  
Area 2: Remainder

MADERA COUNTY

Area 1: Remainder  
Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder  
Area 2: Eastern part

MENDOCINO COUNTY:

Area 1: Central and Southeastern parts  
Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder  
Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of  
Sierra County  
Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion  
Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion  
Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner  
Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part  
Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part  
Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner  
Area 2: Remainder

TEHAMA COUNTY:

Area 1: All but the Western border with Mendocino & Trinity  
Counties  
Area 2: Remainder

TRINITY COUNTY:

DOCUMENT 00 45 46.01A  
DAVIS BACON ACT WAGE DETERMINATION

Area 1: East Central part and the Northeast border with  
Shasta County  
Area 2: Remainder

TULARE COUNTY;  
Area 1: Remainder  
Area 2: Eastern part

TUOLUMNE COUNTY:  
Area 1: Remainder  
Area 2: Eastern Part

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SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment		
(LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1.....	\$ 28.64	20.53
AREA 2.....	\$ 30.64	20.53
GROUP 2		
AREA 1.....	\$ 25.04	20.53
AREA 2.....	\$ 27.04	20.53
GROUP 3		
AREA 1.....	\$ 20.43	20.53
AREA 2.....	\$ 22.43	20.53

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

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DAVIS BACON ACT WAGE DETERMINATION

ALPINE COUNTY:

Area 1: Northernmost part  
Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part  
Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part  
Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner  
Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part  
Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part  
Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part  
Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts  
Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part  
Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border  
with Shasta County  
Area 2: Remainder

MADERA COUNTY

Area 1: Remainder  
Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder  
Area 2: Eastern part

MENDOCINO COUNTY:

Area 1: Central and Southeastern parts  
Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder  
Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of  
Sierra County  
Area 2: Remainder

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DAVIS BACON ACT WAGE DETERMINATION

PLACER COUNTY:

Area 1: All but the Central portion  
Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion  
Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner  
Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part  
Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part  
Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner  
Area 2: Reaminder

TEHAMA COUNTY:

Area 1: All but the Western border with mendocino & Trinity  
Counties  
Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeaster border with  
Shasta County  
Area 2: Remainder

TULARE COUNTY;

Area 1: Remainder  
Area 2: Eastern part

TUOLUMNE COUNTY:

Area 1: Remainder  
Area 2: Eastern Part

-----  
IRON0002-004 07/01/2010

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 26.58	15.26
Ornamental, Reinforcing and Structural.....	\$ 33.00	23.73

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval  
Reserve-Niland,  
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training  
Center-Goldstone, San Clemente Island, San Nicholas Island,  
Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine

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DAVIS BACON ACT WAGE DETERMINATION

Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base,  
Naval Post Graduate School - Monterey, Yermo Marine Corps  
Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

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LABO0036-001 07/01/2007

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
MASON TENDER, BRICK.....	\$ 26.93	16.50

FOOTNOTES: Underground work such as sewers, manholes, catch  
basins, sewer pipes, telephone conduits, tunnels and cut  
trenches: \$5.00 per day additional. Work in live sewage:  
\$2.50 per day additional.

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LABO0036-002 07/01/2007

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
PLASTER TENDER.....	\$ 26.48	16.23

FOOTNOTES: Work on a suspended scaffold: \$5.00 per day  
additional. Work operating a plaster mixer pump gun: \$1.00  
per hour additional.

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LABO0067-002 12/01/2008

AREA "A" - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN  
MATEO AND SANTA CLARA COUNTIES

AREA "B" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL  
NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN,  
MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA,  
NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN,  
SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA,  
STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND  
YUBA COUNTIES

	Rates	Fringes
Asbestos Removal Laborer		
Areas A & B.....	\$ 18.08	6.60
LABORER (Lead Removal)		
Area A.....	\$ 34.15	6.11
Area B.....	\$ 33.15	6.11

ASBESTOS REMOVAL-SCOPE OF WORK: Site mobilization; initial

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DAVIS BACON ACT WAGE DETERMINATION

site clean-up; site preparation; removal of asbestos-containing materials from walls and ceilings; or from pipes, boilers and mechanical systems only if they are being scrapped; encapsulation, enclosure and disposal of asbestos-containing materials by hand or with equipment or machinery; scaffolding; fabrication of temporary wooden barriers; and assembly of decontamination stations.

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LABO0067-003 07/01/2009

AREA A: ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO & SANTA CLARA

AREA B: ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SIERRA, SHASTA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO & YUBA COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person		
Area A.....	\$ 26.89	14.93
Area B.....	\$ 25.89	14.93
Traffic Control Person I		
Area A.....	\$ 27.19	14.93
Area B.....	\$ 26.19	14.93
Traffic Control Person II		
Area A.....	\$ 24.69	14.93
Area B.....	\$ 23.69	14.93

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

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\* LABO0067-006 06/28/2010

AREA "A" - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA "B" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, EL DORADO, FRESNO, GLENN, KINGS, LASSEN, MADERA, MARIPOSA, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

	Rates	Fringes
Laborers: (CONSTRUCTION CRAFT		
LABORERS - AREA A:)		
Construction Specialist		

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DAVIS BACON ACT WAGE DETERMINATION

Group.....	\$ 27.84	15.82
GROUP 1.....	\$ 27.14	15.82
GROUP 1-a.....	\$ 27.36	15.82
GROUP 1-c.....	\$ 27.19	15.82
GROUP 1-e.....	\$ 27.69	15.82
GROUP 1-f.....	\$ 27.72	15.82
GROUP 1-g (Contra Costa County).....	\$ 27.34	15.82
GROUP 2.....	\$ 26.99	15.82
GROUP 3.....	\$ 26.89	15.82
GROUP 4.....	\$ 20.58	15.82

See groups 1-b and 1-d under laborer classifications.

Laborers: (CONSTRUCTION CRAFT

LABORERS - AREA B:)

Construction Specialist

Group.....	\$ 26.84	15.82
GROUP 1.....	\$ 26.14	15.82
GROUP 1-a.....	\$ 26.36	15.82
GROUP 1-c.....	\$ 26.19	15.82
GROUP 1-e.....	\$ 26.69	15.82
GROUP 1-f.....	\$ 26.72	15.82
GROUP 2.....	\$ 25.99	15.82
GROUP 3.....	\$ 25.89	15.82
GROUP 4.....	\$ 19.58	15.82

See groups 1-b and 1-d under laborer classifications.

Laborers: (GUNITE - AREA A:)

GROUP 1.....	\$ 28.10	15.82
GROUP 2.....	\$ 27.60	15.82
GROUP 3.....	\$ 27.60	15.82
GROUP 4.....	\$ 27.60	15.82

Laborers: (GUNITE - AREA B:)

GROUP 1.....	\$ 27.10	15.82
GROUP 2.....	\$ 26.60	15.82
GROUP 3.....	\$ 26.01	15.82
GROUP 4.....	\$ 25.89	15.82

Laborers: (WRECKING - AREA A:)

GROUP 1.....	\$ 27.14	15.82
GROUP 2.....	\$ 26.99	15.82

Laborers: (WRECKING - AREA B:)

GROUP 1.....	\$ 26.14	15.82
GROUP 2.....	\$ 25.99	15.82

Landscape Laborer (GARDENERS,  
HORTICULTURAL & LANDSCAPE

LABORERS - AREA A:)

(1) New Construction.....	\$ 26.89	15.82
(2) Establishment Warranty Period.....	\$ 20.58	15.82

Landscape Laborer (GARDENERS,  
HORTICULTURAL & LANDSCAPE

LABORERS - AREA B:)

(1) New Construction.....	\$ 25.89	15.82
(2) Establishment Warranty Period.....	\$ 19.58	15.82

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

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DAVIS BACON ACT WAGE DETERMINATION

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LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree toppler; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active,



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large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material

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cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:  
A: at demolition site for the salvage of the material.  
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.  
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

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GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

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WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

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LABO0067-010 06/29/2009

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 33.35	14.93
GROUP 2.....	\$ 33.12	14.93
GROUP 3.....	\$ 32.87	14.93
GROUP 4.....	\$ 32.42	14.93
GROUP 5.....	\$ 31.88	14.93
Shotcrete Specialist.....	\$ 33.87	14.93

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Guniting and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickers - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Guniting & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer,

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DAVIS BACON ACT WAGE DETERMINATION

Segment Erector, Tunnel Muck Hauler, Steel Form raiser and  
setter; Timberman, retimberman (wood or steel or substitute  
materials therefore); Tugger (for tunnel laborer work);  
Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang -  
muckers, trackmen; Concrete crew - includes rodding and  
spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO0073-003 07/01/2009

CALAVERAS, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN,  
STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 27.03	14.93

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LABO0073-005 07/01/2009

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN  
JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender.....	\$ 28.37	14.14

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LABO0166-001 07/01/2006

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Brick Tender.....	\$ 25.91	14.65

FOOTNOTES: Work on jobs where heat-protective clothing is  
required: \$2.00 per hour additional. Work at grinders: \$.25  
per hour additional. Manhole work: \$2.00 per day additional.

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LABO0166-002 07/01/2006

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender.....	\$ 30.15	15.90

Gun Man \$0.75 per hour additional

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LABO0270-001 07/01/2008

SANTA CLARA & SANTA CRUZ COUNTIES

	Rates	Fringes
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MASON TENDER, BRICK

DOCUMENT 00 45 46.01A  
DAVIS BACON ACT WAGE DETERMINATION

Santa Clara.....	\$ 27.93	13.48
Santa Cruz.....	\$ 26.93	13.48

FOOTNOTE: \$2.00 per hour for refractory work where  
heat-protective clothing is required.

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LABO0270-005 07/01/2007

SANTA CLARA AND SANTA CRUZ COUNTIES

	Rates	Fringes
PLASTER TENDER		
4 Stories and under.....	\$ 27.62	13.73
5 Stories and above.....	\$ 29.54	13.73

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LABO0294-001 07/01/2009

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
LABORER (Brick)		
Mason Tender-Brick.....	\$ 27.03	14.93

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LABO0297-001 08/01/2007

MONTEREY AND SAN BENITO COUNTIES

	Rates	Fringes
Plasterer tender.....	\$ 23.70	11.50

FOOTNOTE: Mixer person: \$4.00 per day additional.

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PAIN0016-001 07/01/2010

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN MATEO, SANTA  
CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Painters:.....	\$ 34.50	16.87

PREMIUMS:

EXOTIC MATERIALS - \$0.75 additional per hour.  
SPRAY WORK: - \$0.50 additional per hour.  
INDUSTRIAL PAINTING - \$0.25 additional per hour  
[Work on industrial buildings used for the manufacture and  
processing of goods for sale or service; steel construction  
(bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:

over 50 feet - \$2.00 per hour additional  
100 to 180 feet - \$4.00 per hour additional  
Over 180 feet - \$6.00 per hour additional

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PAIN0016-003 07/01/2010

DOCUMENT 00 45 46.01A  
DAVIS BACON ACT WAGE DETERMINATION

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: CALAVERAS, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
Drywall Finisher/Taper		
AREA 1.....	\$ 42.66	17.26
AREA 2.....	\$ 36.53	14.78

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PAIN0016-012 07/01/2010

ALAMEDA, CONTRA COSTA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 40.71	14.88

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PAIN0016-015 01/01/2010

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
PAINTER		
Brush.....	\$ 29.82	12.72

FOOTNOTES:  
SPRAY/SANDBLAST: \$0.50 additional per hour.  
EXOTIC MATERIALS: \$1.00 additional per hour.  
HIGH TIME: Over 50 ft above ground or water level \$2.00 additional per hour. 100 to 180 ft above ground or water level \$4.00 additional per hour. Over 180 ft above ground or water level \$6.00 additional per hour.

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PAIN0016-022 07/01/2010

SAN FRANCISCO COUNTY

	Rates	Fringes
PAINTER.....	\$ 38.12	16.87

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PAIN0169-001 01/01/2010

FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:

	Rates	Fringes
GLAZIER.....	\$ 31.18	14.15

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PAIN0169-005 07/01/2010

ALAMEDA CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN

DOCUMENT 00 45 46.01A  
DAVIS BACON ACT WAGE DETERMINATION

SAN MATEO, SANTA CLARA & SANTA CRUZ COUNTIE

	Rates	Fringes
GLAZIER.....	\$ 42.67	18.00
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PAIN0294-004 07/01/2010		

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
PAINTER		
Brush, Roller.....	\$ 26.46	12.03
Drywall Finisher/Taper.....	\$ 31.26	13.28

FOOTNOTE:

Spray Painters & Paperhangers recive \$1.00 additional per hour. Painters doing Drywall Patching receive \$1.25 additional per hour. Lead Abaters & Sandblasters receive \$1.50 additional per hour. High Time - over 30 feet (does not include work from a lift) \$0.75 per hour additional.

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PAIN0294-005 07/01/2010

FRESNO, KINGS & MADERA

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 30.12	11.39
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PAIN0767-001 07/01/2010		

CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
GLAZIER.....	\$ 33.53	16.20

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee rquired to wear a body harness shall receive \$1.50 per hour above the basic hourly rate at any elevation.

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PAIN1176-001 07/01/2009

HIGHWAY IMPROVEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1.....	\$ 29.44	12.51
GROUP 2.....	\$ 24.23	12.51
GROUP 3.....	\$ 24.86	12.51

CLASSIFICATIONS

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GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

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PAIN1237-003 07/01/2010

CALAVERAS; SAN JOAQUIN COUNTIES; STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 28.01	13.45

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PLAS0066-002 07/01/2009

ALAMEDA, CONTRA COSTA, SAN MATEO AND SAN FRANCISCO COUNTIES:

	Rates	Fringes
PLASTERER.....	\$ 34.13	21.15

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PLAS0300-001 07/01/2009

	Rates	Fringes
PLASTERER		
AREA 188: Fresno.....	\$ 29.72	14.21
AREA 224: San Benito, Santa Clara, Santa Cruz.....	\$ 34.22	14.08
AREA 295: Calaveras & San Joaquin Couonties.....	\$ 32.82	15.10
AREA 337: Monterey County..	\$ 31.01	13.93
AREA 429: Mariposa, Merced, Stanislaus, Tuolumne Counties.....	\$ 32.82	15.30

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PLAS0300-005 06/28/2010

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 28.65	18.56

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PLUM0038-001 07/01/2010

SAN FRANCISCO COUNTY

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter).....	\$ 55.25	37.04

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PLUM0038-005 07/01/2010

SAN FRANCISCO COUNTY

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DAVIS BACON ACT WAGE DETERMINATION

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter).....	\$ 46.96	26.35
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PLUM0062-001 07/01/2010		

MONTEREY AND SANTA CRUZ COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 40.20	20.68
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PLUM0159-001 07/01/2010		

CONTRA COSTA COUNTY

	Rates	Fringes
Plumber and steamfitter		
(1) Refrigeration.....	\$ 52.23	22.49
(2) All other work.....	\$ 53.12	22.49
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PLUM0246-001 07/01/2010		

FRESNO, KINGS & MADERA COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 35.45	21.08
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PLUM0246-004 07/01/2006		

FRESNO, MERCED & SAN JOAQUIN COUNIES

	Rates	Fringes
PLUMBER (PIPE TRADESMAN).....	\$ 13.00	7.30

PIPE TRADESMAN SCOPE OF WORK:

Installation of corrugated metal piping for drainage, as well as installation of corrugated metal piping for culverts in connection with storm sewers and drains; Grouting, dry packing and diapering of joints, holes or chases including paving over joints, in piping; Temporary piping for dirt work for building site preparation; Operating jack hammers, pavement breakers, chipping guns, concrete saws and spades to cut holes, chases and channels for piping systems; Digging, grading, backfilling and ground preparation for all types of pipe to all points of the jobsite; Ground preparation including ground leveling, layout and planting of shrubbery, trees and ground cover, including watering, mowing, edging, pruning and fertilizing, the breaking of concrete, digging, backfilling and tamping for the preparation and completion of all work in connection with lawn sprinkler and landscaping; Loading, unloading and distributing materials at jobsite; Putting away materials in storage bins in jobsite secure storage area; Demolition of piping and fixtures for remodeling and additions; Setting up and tearing down work benches, ladders and job shacks; Clean-up and sweeping of jobsite; Pipe wrapping and



DOCUMENT 00 45 46.01A  
DAVIS BACON ACT WAGE DETERMINATION

waterproofing where tar or similar material is applied for  
protection of buried piping; Flagman

-----  
PLUM0342-001 07/01/2009

ALAMEDA & CONTRA COSTA COUNTIES

	Rates	Fringes
PIPEFITTER		
CONTRA COSTA COUNTY.....	\$ 47.46	27.14
PLUMBER, PIPEFITTER, STEAMFITTER		
ALAMEDA COUNTY.....	\$ 47.46	27.14

-----  
PLUM0355-004 07/01/2010

ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA,  
MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SAN MATEO,  
SANTA CLARA, SANTA CRUZ, STANISLAUS, AND TUOLUMNE COUNTIES:

	Rates	Fringes
Underground Utility Worker /Landscape Fitter.....	\$ 28.10	7.20

-----  
PLUM0393-001 07/01/2010

SAN BENITO AND SANTA CLARA COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 51.86	26.13

-----  
PLUM0442-001 07/01/2010

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE  
COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 35.70	21.18

-----  
PLUM0467-001 07/01/2010

SAN MATEO COUNTY

	Rates	Fringes
Plumber/Pipefitter/Steamfitter...	\$ 51.75	24.26

-----  
ROOF0027-002 01/01/2010

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ROOFER.....	\$ 27.65	8.05

DOCUMENT 00 45 46.01A  
DAVIS BACON ACT WAGE DETERMINATION

FOOTNOTE: Work with pitch, pitch base of pitch impregnated products or any material containing coal tar pitch, on any building old or new, where both asphalt and pitchers are used in the application of a built-up roof or tear off: \$2.00 per hour additional.

-----  
ROOF0040-002 09/01/2009

SAN FRANCISCO & SAN MATEO COUNTIES:

	Rates	Fringes
ROOFER.....	\$ 33.33	10.39

-----  
ROOF0081-001 08/01/2009

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Rofer.....	\$ 30.95	12.65

-----  
ROOF0081-004 08/01/2009

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
ROOFER.....	\$ 24.56	12.60

-----  
ROOF0095-002 08/01/2009

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES:

	Rates	Fringes
ROOFER		
Journeyman.....	\$ 30.32	9.29
Kettle person (2 kettles);		
Bitumastic, Enameler, Coal		
Tar, Pitch and Mastic		
worker.....	\$ 33.32	9.29
Kettleman (2 kettles),		
Bitumastic Enameler, Coal		
Tar, Pitch & Mastic.....	\$ 33.73	9.89

-----  
SFCA0483-001 08/02/2010

ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES:

	Rates	Fringes
SPRINKLER FITTER (FIRE).....	\$ 52.09	20.55

-----  
SFCA0669-011 04/01/2010

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY,

DOCUMENT 00 45 46.01A  
DAVIS BACON ACT WAGE DETERMINATION

SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE  
COUNTIES:

	Rates	Fringes
SPRINKLER FITTER.....	\$ 33.35	17.60

-----  
SHEE0104-001 07/01/2009

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO, SANTA  
CLARA

AREA 2: MONTEREY & SAN BENITO

AREA 3: SANTA CRUZ

	Rates	Fringes
SHEET METAL WORKER		
AREA 1:		
Mechanical Contracts		
under \$200,000.....	\$ 43.32	26.40
All Other Work.....	\$ 47.73	26.67
AREA 2.....	\$ 37.32	3%+22.45
AREA 3.....	\$ 39.25	22.26

-----  
SHEE0104-015 07/01/2009

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN  
MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES:

	Rates	Fringes
SHEETMETAL WORKER (Metal Decking and Siding only).....	\$ 33.43	24.31

-----  
SHEE0162-001 07/01/2010

CALAVERAS AND SAN JOAQUIN COUNTIES:

	Rates	Fringes
SHEET METAL WORKER.....	\$ 28.91	23.56

-----  
SHEE0162-003 07/01/2010

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Excluding metal deck and siding).....	\$ 31.34	25.41

-----  
SHEE0162-004 07/01/2010

FRESNO, KINGS, AND MADERA COUNTIES:

Rates	Fringes
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DOCUMENT 00 45 46.01A  
DAVIS BACON ACT WAGE DETERMINATION

SHEET METAL WORKER.....\$ 27.79                      29.02

-----  
SHEE0162-013 07/01/2010

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN  
JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
Sheet metal worker (Metal decking and siding only).....	\$ 28.91	23.56

-----  
TEAM0094-001 07/01/2009

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 27.13	18.99
GROUP 2.....	\$ 27.43	18.99
GROUP 3.....	\$ 27.73	18.99
GROUP 4.....	\$ 28.08	18.99
GROUP 5.....	\$ 28.43	18.99

FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.  
Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and "A" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over;

DOCUMENT 00 45 46.01A  
DAVIS BACON ACT WAGE DETERMINATION

Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self-propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbed Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.  
=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.  
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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted

DOCUMENT 00 45 46.01A  
DAVIS BACON ACT WAGE DETERMINATION

because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

DOCUMENT 00 45 46.04

**HAZARDOUS MATERIALS CERTIFICATION**

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

1. Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations (“New Hazardous Material”), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for County.
2. Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.
3. Asbestos and/or asbestos-containing material shall be defined as all items containing detectable amounts of, but not limited to, chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite.
4. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the County's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.
5. All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing “New Hazardous Material” will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the County.
6. Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

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

Proper Name of Contractor: \_\_\_\_\_

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

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

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

END OF DOCUMENT

DOCUMENT 00 45 46.06

**IMPORTED MATERIALS CERTIFICATION**

PROJECT: HIGHLAND ATR PROJECT #2043 ACUTE CARE TOWER BUILDING AUDIO-VISUAL & TELEVISION EQUIPMENT AND INSTALLATION ("Contract" or "Project")  
between County of Alameda ("County" or "Owner") and \_\_\_\_\_  
\_\_\_\_\_ ("Contractor")

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: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_



Alameda County General Services Agency  
HIGHLAND ATR: ACUTE CARE TOWER AV & TV EQUIPMENT AND INSTALLATION  
**PROJECT #2043**  
**MASTER CONTRACT #\_\_\_\_\_**

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

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

Proper Name of Contractor: \_\_\_\_\_

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

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

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

END OF DOCUMENT

**Alameda County General Services Agency**

**HIGHLAND ATR: ACUTE CARE TOWER AV & TV EQUIPMENT AND INSTALLATION  
PROJECT #2043**

**MASTER CONTRACT #\_\_\_\_\_**

DOCUMENT 00 51 00

**NOTICE OF AWARD**

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

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

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

From: The County of Alameda

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

("Project" or "Contract").

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

The Contract Price is \_\_\_\_\_ Dollars (\$\_\_\_\_\_), and includes alternates \_\_\_\_\_.

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. Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
- c. Payment Bond (100%) (Contractor's Labor and Material Payment Bond): On the form provided in the Contract Documents and fully executed as indicated on the form.
- d. Insurance Certificates and Endorsements as required.

**Alameda County General Services Agency**

**HIGHLAND ATR: ACUTE CARE TOWER AV & TV EQUIPMENT AND INSTALLATION  
PROJECT #2043**

**MASTER CONTRACT #\_\_\_\_\_**

- e. Workers' Compensation Certification.
- f. Prevailing Wage and Related Labor Requirements Certification.
- g. Hazardous Materials Certification.
- h. Imported Materials Certification.
- i. Completed, signed Document 00 52 13.1 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.

The County of Alameda

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

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

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

**END OF DOCUMENT**

**Alameda County General Services Agency**  
**HIGHLAND ATR: ACUTE CARE TOWER AV & TV EQUIPMENT AND INSTALLATION**  
**PROJECT #2043**  
**MASTER CONTRACT #\_\_\_\_\_**

DOCUMENT 00 51 13

**NOTICE OF INTENT TO AWARD**

[DATE]

[NAME]

[COMPANY] –

[ADDRESS]

[CITY, STATE ZIP]

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

Thank you for your participation and interest in the County of Alameda. Based on its evaluation and acceptance of the bids submitted, GSA will be recommending to it's Board of Supervisors that the contract for project number [NUMBER] 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.

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

Bidder	Location	Bid Price*

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

Any bid protest by any Bidder regarding any other bid must be submitted in writing by the fifth (5<sup>th</sup>) calendar day following the date of this notice. Please refer to Document 00 21 13 - Instructions To Bidders for submittal requirements. The bid protest procedure and time limits set forth in Document 00 21 13 are mandatory and are your sole and exclusive remedy in the event of a bid protest.

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

**Alameda County General Services Agency**

**HIGHLAND ATR: ACUTE CARE TOWER AV & TV EQUIPMENT AND INSTALLATION  
PROJECT #2043**

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

The County of Alameda

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

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

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

END OF DOCUMENT

DOCUMENT 00 52 13

**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” or “Contract” or “Work”):

PROJECT: HIGHLAND ATR PROJECT #2043: ACUTE CARE TOWER BUILDING  
AUDIO-VISUAL & TELEVISION EQUIPMENT AND INSTALLATON

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

**Alameda County General Services Agency**

**HIGHLAND ATR: ACUTE CARE TOWER AV & TV EQUIPMENT AND INSTALLATION  
PROJECT #2043**

**MASTER CONTRACT # \_\_\_\_\_**

case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of County in the matter shall be final.

- 4. Time For Completion:** It is hereby understood and agreed that the work under this contract shall be completed by December 11, 2014.
- 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:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that County will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the County the sum of Two thousand two hundred forty dollars (\$2,240.00) per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work. 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 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

**ALAMEDA COUNTY GSA-TSD**

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

**Alameda County General Services Agency**

**HIGHLAND ATR: ACUTE CARE TOWER AV & TV EQUIPMENT AND INSTALLATION  
PROJECT #2043**

**MASTER CONTRACT # \_\_\_\_\_**

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 Contactor 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, Exhibit C. Contactor 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



**Alameda County General Services Agency**

**HIGHLAND ATR: ACUTE CARE TOWER AV & TV EQUIPMENT AND INSTALLATION  
PROJECT #2043**

**MASTER CONTRACT # \_\_\_\_\_**

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 County's Representative:** Contractor hereby acknowledges that the County's Construction Manager 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 **C-7** 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.** It is County policy to minimize the expenditure of County funds on goods and services produced by any entity which buys, sell, leases or distributes commodities and/or professional services to (1) the government of Burma; or (2) any entity organized under the laws of Burma; or (3) any entity which does business with any private or public entity located in Burma, or conducts operations in Burma. Contractors are urged to comply with the policy in making purchases and subcontracts. (ref. Alameda County, Cal., Adm. Code Title.4, §4.32.050(B),(F) )
- 15. 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 sections 1770 et seq. of the California Labor Code.
- 16. 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

**ALAMEDA COUNTY GSA-TSD**

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

**Alameda County General Services Agency**

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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).

- 17. 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.

**Alameda County General Services Agency**  
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IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

**CONTRACTOR**

**COUNTY OF ALAMEDA**

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

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

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

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

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

Approved as to form: \_\_\_\_\_  
(Deputy) County Counsel

I hereby certify under penalty of perjury that the President of the Board of Supervisors was duly authorized to execute this document on behalf of the County of Alameda by a majority vote of the Board on \_\_\_\_\_ **[DATE OF AWARD]**; and that a copy has been delivered to the President as provided by Government Code Section 25103.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk of the Board of Supervisors,  
County of Alameda, State of California

END OF DOCUMENT

DOCUMENT 00 52 13.1

**COUNTY OF ALAMEDA**  
**DEBARMENT AND SUSPENSION CERTIFICATION FORM**

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

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

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

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

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

BIDDER: \_\_\_\_\_

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

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

END OF DOCUMENT

**Alameda County General Services Agency**  
**HIGHLAND ATR: ACUTE CARE TOWER AV & TV EQUIPMENT AND INSTALLATION**  
**PROJECT #2043**  
**MASTER CONTRACT #\_\_\_\_\_**

DOCUMENT 00 55 00

**NOTICE TO PROCEED**

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

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

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

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

PROJECT/CONTRACT NO.: \_\_\_\_\_ between County of Alameda  
and Contractor ("Contract").

You are notified that the Contract Time under the above Contract will commence to run on \_\_\_\_\_, 20\_\_\_\_. 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 completion is \_\_\_\_\_.

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.

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- e. A complete subcontractors list, including the name, address, telephone number, facsimile number, California State Contractors License number, classification, and monetary value of all Subcontracts.

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

COUNTY OF ALAMEDA

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

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

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

END OF DOCUMENT

**Alameda General Services Agency**

**HIGHLAND ATR: ACUTE CARE TOWER AV & TV EQUIPMENT AND INSTALLATION**

**PROJECT #2043**

**MASTER CONTRACT ID #\_\_\_\_\_**

DOCUMENT 00 61 13.13

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

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

KNOW ALL PERSONS BY THESE PRESENTS:

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:

HIGHLAND ATR PROJECT #2043: ACUTE CARE TOWER BUILDING AUDIO-VISUAL & TELEVISION EQUIPMENT AND INSTALLATION

("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.

**Alameda General Services Agency**

**HIGHLAND ATR: ACUTE CARE TOWER AV & TV EQUIPMENT AND INSTALLATION**

**PROJECT #2043**

**MASTER CONTRACT ID #\_\_\_\_\_**

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



**Alameda County General Services Agency**

**HIGHLAND ATR: ACUTE CARE TOWER AV & TV EQUIPMENT AND INSTALLATION  
PROJECT #2043**

**MASTER CONTRACT ID #\_\_\_\_\_**

DOCUMENT 00 61 13.16

**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 perform the following project:

**HIGHLAND ATR PROJECT #2043: ACUTE CARE TOWER BUILDING AUDIO-VISUAL & TELEVISION EQUIPMENT AND INSTALLATION**  
(“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

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

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

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

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PROJECT #2043**

**MASTER CONTRACT ID #\_\_\_\_\_**

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

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.

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

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

(Affix Corporate Seal)

\_\_\_\_\_  
Principal

\_\_\_\_\_  
By

\_\_\_\_\_  
Surety

\_\_\_\_\_  
By

\_\_\_\_\_  
Name of California Agent of Surety

\_\_\_\_\_  
Address of California Agent of Surety

\_\_\_\_\_  
Telephone Number of California Agent of Surety

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

END OF DOCUMENT

DOCUMENT 00 65 19.26

**FINAL SETTLEMENT CERTIFICATE FORM**

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

RECITALS:

1. County and Contractor entered into PROJECT/CONTRACT NO.: \_\_\_\_\_  
("Contract" or "Project") in the County of Alameda, California.
2. The Work under the Contract has been completed.

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

**AGREEMENT**

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

Original Contract Sum	\$_____
Modified Contract Sum	\$_____
Payment to Date	\$_____
Liquidated Damages	\$_____
Payment Due Contractor	\$_____
4. Subject to the provisions hereof, County shall forthwith pay to Contractor the undisputed sum of \$\_\_\_\_\_ (\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents) under the Contract, less any amounts represented by any notice to withhold funds on file with County as of the date of such payment.
5. Contractor acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against County arising from the performance of work under the Contract, except for the claims described in Paragraph 6 and continuing obligations described in Paragraph 8. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes

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of action, obligations, costs, expenses, damages, losses and liabilities of Contractor against County, all its respective agents, employees, inspectors, assignees and transferees except for the Disputed Claim is set forth in Paragraph 6 and continuing obligations described in Paragraph 8 hereof.

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

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

**[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, attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Contract unless caused wholly by the sole negligence or willful misconduct of the indemnified parties.
10. Contractor hereby waives the provisions of California Civil Code section 1542 which provides as follows:

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

11. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable. If any such provision or any part thereof shall be at any time held invalid in whole or in part

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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

**Alameda County, General Services Agency**

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DOCUMENT 00 65 36

**WARRANTY FORM**

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

**PROJECT: HIGHLAND ATR PROJECT #2043: ACUTE CARE TOWER BUILDING AUDIO-VISUAL AND TELEVISION EQUIPMENT AND INSTALLATION**

("Project" or "Contract")

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

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

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

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

Proper Name of Contractor: \_\_\_\_\_

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

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

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

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

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

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

PHONE NO.: \_\_\_\_\_

END OF DOCUMENT

**Alameda County, General Services Agency**  
**HIGHLAND ATR: ACUTE CARE TOWER AV & TV EQUIPMENT AND INSTALLATION**  
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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 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. The Contract Documents consist of the following documents:

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- 1.1.10.1** Notice to Bidders
- 1.1.10.2** Instructions to Bidders
- 1.1.10.3** Supplementary Instructions to Bidders – Construction Outreach Program
- 1.1.10.4** Bid Form
- 1.1.10.5** Bid Security Form
- 1.1.10.6** Designated Subcontractors List
- 1.1.10.7** Site-Visit Certification, if a site visit was required.
- 1.1.10.8** Non-Collusion Affidavit
- 1.1.10.9** Workers' Compensation Certification
- 1.1.10.10** Prevailing Wage and Related Labor Requirements Certification
- 1.1.10.11** Construction Outreach Program Certifications
- 1.1.10.12** Hazardous Materials Certification
- 1.1.10.13** Imported Materials Certification
- 1.1.10.14** Notice of Award
- 1.1.10.15** Agreement
- 1.1.10.16** Notice to Proceed
- 1.1.10.17** Escrow of Bid Documentation
- 1.1.10.18** Escrow Agreement for Security Deposits in Lieu of Retention
- 1.1.10.19** Performance Bond
- 1.1.10.20** Payment Bond (Contractor's Labor & Material Payment Bond)
- 1.1.10.21** General Conditions
- 1.1.10.22** Special Conditions
- 1.1.10.23** Hazardous Materials Procedures and Requirements
- 1.1.10.24** Divisions 01 through 49
- 1.1.10.25** All Plans, Technical Specifications, and Drawings
- 1.1.10.26** Any and all addenda to any of the above documents
- 1.1.10.27** 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.



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

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

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

**1.1.21** 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.

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**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.

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**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 section 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 be come due under this Contract shall be subject to a prior lien for services rendered or material supplied for performance of work called for under this Contract in favor of all persons, firms, or corporations rendering services or supplying material to the extent that claims are filed pursuant to the Civil Code, Code of Civil Procedure, Government Code, Labor Code, and/or Public Contract Code, and shall also be subject to deductions for liquidated damages or withholding of payments as determined by County in accordance with this Contract. Contractor shall not assign or transfer in any manner to a Subcontractor or supplier the right to prosecute or maintain an action against the County.

**1.5 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.

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**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.

**1.6 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**

See Special Conditions.

**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 insure 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

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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 (e.g., Stop Notices), and this provision shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing material for work when no formal contract is entered into for such material.

**1.8.9** 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 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

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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 insure the proper execution of the Contract.

**3.2 Interpretations**

Architect shall, with County and on behalf of County, determine the amount, quality, acceptability, and fitness of all parts of the Work, and interpret the 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

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portion of the Work, whether it has been fabricated, installed, or fully completed. Any decision made by the Construction Manager, in good faith, shall not give rise to any duty or responsibility of the Construction Manager to the Contractor, any Subcontractor, their agents, employees, or other persons performing any of the Work. The Construction Manager shall have free access to any or all parts of Work at any time.

**4.3 If No Construction Manager**

If the County does not use a Construction Manager on 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 adjustment(s) 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,

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licenses, facilities, transportation, taxes, and services necessary for the proper execution and completion of the Work, except as indicated herein.

**6.1 Status of Contractor**

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

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

**6.2 Contractor's Supervision**

**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.



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

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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 Subcontractor(s) working on that day,
- 6.5.2.5** A list of each Contractor employee working on that day and the total hours worked for each employee.
- 6.5.2.6** A complete list of all equipment on Site that day, whether in use or not.
- 6.5.2.7** All complete list of all materials, supplies, and equipment delivered on that day.
- 6.5.2.8** A complete list of all inspections and tests performed on that day.
- 6.5.2.9** Each day Contractor shall provide a copy of the previous day's Daily Job Report to the County or the County's Construction Manager.

**6.6 Preservation of Records**

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

**6.7 Integration of Work**

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

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

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

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

**6.8 Obtaining of Permits and Licenses**

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

**6.9 Work to Comply With Applicable Laws and Regulations**

**6.9.1** Contractor shall give all notices and comply with the following specific laws, ordinances, rules, and regulations and all other applicable laws, ordinances, rules, and regulations bearing on conduct of Work as indicated and specified, including but not limited to the appropriate statutes and administrative code sections. If Contractor observes that 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

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**Works and Public Agencies**

**6.9.1.10** Public Contract Code of the State of California

**6.9.1.11** California Art Preservation Act

**6.9.1.12** U. S. Copyright Act

**6.9.1.13** U. S. Visual Artists Rights Act

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

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

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

**6.10 Safety/Protection of Persons and Property**

**6.10.1** The Contractor will be solely and completely responsible for conditions of the Work Site, including safety of all persons and property during performance of the Work. This requirement will apply continuously and not be limited to normal working hours.

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

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

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

**6.10.5** The Contractor shall furnish to the County a copy of the Contractor's safety plan within the time frame indicated in the Contract Documents and specifically adapted for the Project. Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of this Contract and shall take all necessary measures and be responsible for the proper care and completion and final acceptance by County. All Work shall be solely at Contractor's risk with the exception of damage to the Work caused by "acts of God" as defined in Public Contract Code section 7105.

**6.10.6** Contractor shall take, and require Subcontractors to take, all necessary precautions for safety of workers on the Project and shall comply with all

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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.

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

**6.10.8** 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.

**6.10.9** 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.

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

**6.10.11** 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.

**6.10.12** 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.

**6.10.13** 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.

**6.10.14** 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

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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.

**6.10.15** 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.

**6.10.16** 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.

**6.10.17** 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.

**6.10.18** 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.

**6.10.19** 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.

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**6.12 Badge Policy For Contractors**

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

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

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

**6.12.1.2** Name and front facial photograph of Employee

**6.12.1.3** Contractor's address and phone number

**6.12.1.4** Name and phone number of Project Manager (County)

**6.12.2** Badges are to be worn when the Contractor or his/her employees are on site and must be visible at all times. Contractors must inform their employees that they are required to allow County employees to review the information on the badges upon request

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

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

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

**6.14 Cleaning Up**

**6.14.1** The Contractor shall provide all services, labor, materials, and equipment necessary for protecting the Work, all Project occupants, furnishings, equipment, and building structure from damage until its completion and final acceptance by County. Dust barriers shall be provided to isolate dust and dirt from construction operations. At completion of the Work and portions thereof, Contractor shall clean to the original state any areas beyond the Work area that become dust laden as a result of the Work. The Contractor must erect the necessary warning signs and barricades to ensure the safety of all Project occupants. The Contractor at all times must maintain good housekeeping practices to reduce the risk of fire damage and must make a fire extinguisher,

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fire blanket, and/or fire watch, as applicable, available at each location where cutting, braising, soldering, and/or welding is being performed and locations where there is an increased risk of fire.

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

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

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

**7. SUBCONTRACTORS**

**7.1 Contractor Shall Provide Subcontractor Information**

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

**7.2 No Contractual Relationship Between County and Subcontractors**

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

**7.3 Contractor Binds Every Subcontractor by Terms of Contract**

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

**7.4 No Waiver of Obligations**

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



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shall be deemed to waive any provisions of this Contract.

**7.4.1 Contractor to Familiarize Itself with Laws**

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

**7.5 Subcontractor Substitutions**

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

**7.5.1** Substitute any person as a Subcontractor in place of the Subcontractor designated in the original Bid; or

**7.5.2** 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

**7.5.3** 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.

**7.6 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.

**7.7 Subcontractor Relations**

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

**7.8 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

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properly coordinate and connect Contractor's Work with the work of County and other contractors.

**8.2 Protection of Work**

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

**8.3 Coordination with Other Work**

If any part of Contractor's Work depends for proper execution or results upon work of County or any other contractor, the Contractor shall inspect and promptly report to the County in writing, including by e-mail, before proceeding with its Work any defects in County's or any other contractor's work that render Contractor's Work unsuitable for proper execution and results. Contractor shall be held accountable for damages to County for County's or any other contractor's work that Contractor failed to inspect or should have inspected. Contractor's failure to inspect and report shall constitute Contractor's acceptance of all County's or other contractor's work as fit and proper for reception of Contractor's Work, except as to defects that may develop in County's or other contractor's work after execution of Contractor's Work.

**8.4 Measurement of Work Performed**

To ensure proper execution of its subsequent work, Contractor shall measure and inspect work already in place and shall at once report to the County in writing, including by e-mail, any discrepancy between that executed work and the Contract Documents.

**8.5 Knowledge of Other Work**

Contractor shall ascertain to its own satisfaction the scope of the Project and nature of any County-performed work or other contracts that have been or may be awarded by County in prosecution of the Project to the end that Contractor may perform this Contract in light of the other contracts, if any.

**8.6 No Exclusive Occupancy of Site**

Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy of the Site, the Premises, or of the Project. Contractor shall not cause any unnecessary hindrance or delay to the use and/or operation(s) of the Premises and/or to County or any other contractor working on the Project. If simultaneous execution of any contract or operation is likely to cause interference with performance of Contractor's Contract, Contractor shall coordinate with those contractor(s), person(s), and/or entity(s) and shall notify the County of the resolution.

**9. DRAWINGS AND SPECIFICATIONS**

**9.1 List of all Drawings**

A complete list of all Drawings that form a part of the Contract is to be found as an index on the Drawings themselves, and/or may be provided to the Contractor and/or in the Table of Contents.

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**9.2 Technical and Trade Words**

Materials or Work described in words that so applied have a well known technical or trade meaning shall be deemed to refer to recognized standards, unless noted otherwise.

**9.3 Trade Name or Trade Term**

It is not the intention of this Contract to go into detailed descriptions of any materials and/or methods commonly known to the trade under "trade name" or "trade term." The mere mention or notation of "trade name" or "trade term" shall be considered a sufficient notice to Contractor that it will be required to complete the work so named, complete, finished, and operable, with all its appurtenances, according to the best practices of the trade.

**9.4 The Naming of any Material and/or Equipment Shall Mean Furnishing**

The naming of any material and/or equipment shall mean furnishing and installing of same, including all incidental and accessory items thereto and/or labor therefore, as per best practices of the trade(s) involved, unless specifically noted otherwise.

**9.5 Contract Documents are Complementary**

Contract Documents are complementary, and what is called for by one shall be binding as if called for by all. As such, Drawings and Specifications are intended to be fully cooperative and to agree. However, if Contractor observes that Drawings and Specifications are in conflict, Contractor shall promptly notify County and Architect in writing, including by e-mail, and any necessary changes shall be made as provided in the Contract Documents.

**9.6 Drawings and Specifications are Intended to Comply With All Laws**

Drawings and Specifications are intended to comply with all laws ordinances, rules, and regulations of constituted authorities having jurisdiction, and where referred to in the Contract Documents, the laws, ordinances, rules, and regulations shall be considered as a part of the Contract within the limits specified. Contractor shall bear all expense of correcting work done contrary to said laws, ordinances, rules, and regulations.

**9.7 Plans, Drawings, Designs, Specifications are County Property**

All copies of Plans, Drawings, Designs, Specifications and copies of other incidental architectural and engineering work, or copies of other Contract Documents furnished by County, are the property of County. They are not to be used by Contractor in other work and, with the exception of signed sets of Contract Documents, are to be returned to County on request at completion of Work, or may be used by County as it may require without any additional costs to County. Neither the Contractor nor any Subcontractor, or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications, and other documents prepared by the Architect. County hereby grants the Contractor, Subcontractors, sub-subcontractors, and material or equipment suppliers a limited license to use applicable portions of the Drawings prepared for the Project in the execution of their Work under the Contract Documents.

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**9.8 Order of Precedence**

In the case of discrepancy or ambiguity in the Contract Documents the order of precedence in the Agreement shall prevail.

**9.9 Resolution of Discrepancy or Ambiguity**

However, in the case of discrepancy or ambiguity solely between and among the Drawings and Specifications, the discrepancy or ambiguity shall be resolved in favor of the interpretation that will provide County with the functionally complete and operable Project described in the Drawings and Specifications.

**9.10 County Clarification**

In case of ambiguity, conflict, or lack of information, County will furnish clarifications with reasonable promptness. Should any clarification, in the opinion of Contractor, cause an increase in the 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 Section 01 33 00 "Submittal Requirements." Contractor's submittals shall comply with the provisions and requirements of the Specifications.

**10.1 Schedule of Work, Schedule of Submittals, and Schedule of Values**

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 date(s) 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:**

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- 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** Punchlist 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;
- 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

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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").
- 10.1.8.2** All provisions regarding Project safety, including all applicable provisions in these General Conditions.
- 10.1.8.3** Contractor's Safety Plan shall be in English and in the language(s) of the Contractor's and its Subcontractors' employees.

**10.1.9 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.

**10.1.10 General Requirements**

- 10.1.10.1** Contractor must provide all schedules both in hard copy and electronically, in a format (e.g., Microsoft Project or Primavera) approved in advance by the County.
- 10.1.10.2** 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.

**10.1.10.3** 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.

**10.1.10.4** All submittals and schedules must be approved by the County before Contractor can rely on them as a basis for payment.

**10.2 Monthly Progress Schedule(s)**

**10.2.1** Upon request by the County, Contractor shall provide Monthly Progress Schedule(s) to the County. A Monthly Progress Schedule shall update the approved Construction Schedule or the last Monthly Progress Schedule, showing all work completed and to be completed. The monthly Progress Schedule shall be sent within the timeframe requested by the County and shall be in a format acceptable to the County and contain a written narrative of the progress of work that month and any changes, delays, or events that may affect the work. The process for County approval of the Monthly Progress Schedule shall be the same as the process for approval of the Construction Schedule.

**10.2.2** Contractor shall also submit Monthly Progress Schedule(s) with all payment applications.

**10.3 Material Safety Data Sheets (MSDS)**

**10.3.1** 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

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Contract, and Contractor may not rely thereon. By submitting its bid, Contractor acknowledges that it has made visual examination of Site and has made whatever tests Contractor deems appropriate to determine underground condition of soil.

**11.2.2** 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.



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**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 section 4215, County assumes the responsibility for removal, relocation, and protection of main or trunk utility lines and facilities located on the construction Site at the time of commencement of construction under this Contract with respect to any such utility facilities that are not identified in the Plans and Specifications. Contractor shall not be assessed for liquidated damages for delay in completion of the Project caused by failure of County or the owner of a utility to provide for removal or relocation of such utility facilities.

**11.9.2** Locations of existing utilities provided by County shall not be considered exact, but approximate within reasonable margin and shall not relieve Contractor of responsibilities to exercise reasonable care nor costs of repair due to Contractor's failure to do so. County shall compensate Contractor for the costs of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the Plans and Specifications with reasonable accuracy, and for equipment necessarily idle during such work.

**11.9.3** No provision herein shall be construed to preclude assessment against Contractor for any other delays in completion of the Work. Nothing in this Article shall be deemed to require County to indicate the presence of existing service laterals, appurtenances, or other utility lines, within the exception of main or trunk utility lines. Whenever the presence of these utilities on the Site of the construction Project can be inferred from the presence of other visible facilities, such as buildings, meter junction boxes, on or adjacent to the Site of the construction.

**11.9.4** If Contractor, while performing Work under this Contract, discovers utility facilities not identified by County in Contract Plans and Specifications, Contractor shall immediately notify the County and the utility in writing. The cost of repair for damage to above-mentioned visible facilities without prior written notification to the County shall be borne by the Contractor.

**11.10 Notification**

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Contractor understands, acknowledges and agrees that the purpose for prompt notification to the County pursuant to these provisions is to allow the County to investigate the condition(s) so that the County shall have the opportunity to decide how the County desires to proceed as a result of the condition(s). Accordingly, failure of Contractor to promptly notify the County in writing, including by e-mail, pursuant to these provisions, shall constitute Contractor's waiver of any claim for damages or delay incurred as a result of the condition(s).

**11.11 Hazardous Materials**

Contractor shall comply with all provisions and requirements of the Contract Documents related to hazardous materials including, without limitation, Hazardous Materials Procedures and Requirements.

**11.12 No Signs**

Neither the Contractor nor any other person or entity shall display any signs not required by law or the Contract Documents at the Site, fences trailers, offices, or elsewhere on the Site without specific prior written approval of the County.

**12. TRENCHES**

**12.1 Trenches Greater Than Five Feet**

Pursuant to Labor Code section 6705, if the 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 section 6705, nothing in this Article shall impose tort liability upon the County or any of its employees.

**12.4 No Excavation Without Permits**

The Contractor shall not commence any excavation Work until it has secured all necessary permits including the required CalOSHA excavation/shoring permit. Any permits shall be prominently displayed on the Site prior to the commencement of any excavation.

**12.5 Discovery of Hazardous Waste and/or Unusual Conditions**

**12.5.1** Pursuant to Public Contract Code section 7104, if the Work involves digging trenches or other excavations that extend deeper than four feet below the Surface, the Contractor shall promptly, and before the following conditions are disturbed, notify the County, in writing, including by e-mail, of any:

**12.5.1.1** Material that the Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

**12.5.1.2** Subsurface or latent physical conditions at the Site differing from those indicated.

**12.5.1.3** Unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

**12.5.2** The County shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work, shall issue a 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 by 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 pertain to the resolution of disputes and protests.

**13. INSURANCE AND BONDS**

**13.1 Insurance**

All insurance required of Contractor and/or its Subcontractor(s) shall be in amounts set forth in the Special Conditions, and include the provisions as set forth herein.

**13.1.1 Commercial General Liability and Automobile Liability Insurance**

**13.1.1.1** Contractor shall procure and maintain, during the life of this Contract, Commercial General Liability Insurance and Automobile Liability Insurance that shall protect Contractor, County, Construction Manager(s), and Architect(s) from all claims for bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from operations under this Contract. Contractor shall ensure that Products Liability and Completed

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Operations coverage and Fire Damage Liability is included within the above policies and at the required limits, or Contractor shall procure and maintain these coverages separately.

- 13.1.1.2** Subcontractor: Contractor shall require its Subcontractors, if any, to procure and maintain similar Commercial General Liability Insurance and Automobile Liability Insurance with minimum limits equal to the amount required of the Contractor. Contractor shall verify Subcontractor's compliance.

**13.1.2 Excess Liability Insurance**

- 13.1.2.1** Contractor shall procure and maintain, during the life of this Contract, Excess Liability Insurance that shall protect Contractor, County, Construction Manager(s), and Architect(s) in amounts and including the provisions as set forth in the Special Conditions, and that complies with all requirements for Commercial General Liability and Automobile Liability and Employers' Liability Insurance.

- 13.1.2.2** Subcontractor: Contractor shall require its Subcontractor(s), if any, to procure and maintain similar Excess Liability Insurance with minimum limits equal to the amount required of the Contractor. Contractor shall verify Subcontractor's compliance.

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

- 13.1.3.1** In accordance with provisions of section 3700 of the California Labor Code, the Contractor and every Subcontractor shall be required to secure the payment of compensation to its employees.

- 13.1.3.2** Contractor shall procure and maintain, during the life of this Contract, Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees engaged in work under this Contract, on/or at the Site of the Project. This coverage shall cover, at a minimum, medical and surgical treatment, disability benefits, rehabilitation therapy, and survivors' death benefits. Contractor shall require its Subcontractor(s), if any, to procure and maintain Workers' Compensation Insurance and Employers' Liability Insurance for all employees of Subcontractor(s). Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by Contractor's insurance. If any class of employee or employees engaged in Work under this Contract, on or at the Site of the Project, is not protected under the Workers' Compensation Statute, Contractor shall provide, or shall cause a Subcontractor to provide, adequate insurance coverage for the protection of any employee(s) not otherwise protected before any of those employee(s) commence work.

**13.1.4 Builder's Risk Insurance: Builder's Risk "All Risk" Insurance.**

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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 Subcontractor(s) have procured all required insurance and Contractor has delivered in duplicate to the County complete endorsements (or entire insurance policies) and certificates indicating the required coverages have been obtained, and the County has approved these documents.

**13.1.5.2** 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 cancellation 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 policy(s) shall be primary and non-contribution to any insurance or

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self-insurance maintained by County, its Supervisors, employees and/or agents, Construction Manager(s), and/or Architect(s). All endorsements shall waive any right to subrogation against any of the named additional insureds.

**13.1.5.4** 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 TWO (2) years after the later of the following dates:

**14.1.2.1** The date of completion as defined in Public Contract Code section 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 Section 00 65 36 Warranty Form, from date of completion as defined above without expense whatsoever to County. In the event of failure of Contractor and/or Surety to commence and pursue with diligence said replacements or repairs within ten (10) days after being notified in writing, including by e-mail, Contractor and Surety hereby acknowledge

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and agree that County is authorized to proceed to have defects repaired and made good at expense of Contractor and/or Surety who hereby agree to pay costs and charges therefore immediately on demand. Said notice period shall be forty-eight (48) hours for components essential to operation of the facility, including without limitation fire alarms, water, heat, security systems, and electrical systems.

**14.1.4** If, in the opinion of County, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to County or to prevent interruption of operations of County, County will attempt to give the notice required above. If Contractor or Surety cannot be contacted or does not comply with County's request for correction within a reasonable time as determined by County, County may, notwithstanding the above provision, proceed to make any and all corrections and/or provide attentions the County believes are necessary. The costs of correction or attention shall be charged against Contractor and Surety of the guarantees provided in this Article or elsewhere in this Contract.

**14.1.5** The above provisions do not in any way limit the guarantees on any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish to County all appropriate guarantee or warranty certificates as indicated in the Specifications or upon request by County.

**14.1.6** Nothing herein shall limit any other rights or remedies available to County.

**14.2 Indemnity**

**14.2.1** To the fullest extent permitted by 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

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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 as provided herein against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of any of the Indemnitees shall to any extent be or be determined to be void or unenforceable, it is the intention of the parties that these circumstances shall not otherwise affect the validity or enforceability of the Contractor's agreement to indemnify, defend, and hold harmless the rest of the Indemnitees, as provided herein, and in the case of any such suits, claims, damages, losses, or expenses caused in part by the default, negligence, or act 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 herein to the full extent permitted by law.

**14.2.3** In any and all claims against any of the Indemnitees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the Contractor's indemnification obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

**14.2.4** Contractor shall place in its Subcontractor agreements and cause its Subcontractors to agree to indemnities and insurance obligations in favor of County and other Indemnitees in the exact form and substance of those contained in these General Conditions (00 72 13). Contractor shall require all Subcontractors to comply with all indemnification and insurance requirements of this agreement. Contractor shall verify Subcontractor's compliance.

**15. TIME**

**15.1 Notice to Proceed**

**15.1.1** County may issue a Notice to Proceed within three (3) months from the date of the Notice of Award. Once Contractor has received the Notice to Proceed, Contractor shall complete the Work within the period of time indicated in the Contract Documents.

**15.1.2** In the event that the County desires to postpone issuing the Notice to Proceed beyond this 3-month period, it is expressly understood that with reasonable



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notice to the Contractor, the County may postpone issuing the Notice to Proceed. It is further expressly understood by Contractor that Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of the issuance of the Notice to Proceed.

**15.1.3** If the Contractor believes that a postponement of issuance of the Notice to Proceed will cause a hardship to Contractor, Contractor may terminate the Contract. Contractor's termination due to a postponement shall be by written notice to County within ten (10) days after receipt by Contractor of County's notice of postponement. It is further understood by Contractor that in the event that Contractor terminates the Contract as a result of postponement by the County, the County shall only be obligated to pay Contractor for the Work that Contractor had performed at the time of notification of postponement. Should Contractor terminate the Contract as a result of a notice of postponement, County shall have the authority to award the Contract to the next lowest responsive responsible bidder.

**15.2 Computation of Time / Adverse Weather**

**15.2.1** The Contractor will only be allowed a time extension for Adverse Weather conditions if requested by Contractor and only if all of the following conditions are met:

- 15.2.1.1** The weather conditions constitute Adverse Weather, as defined herein and further specified in the Special Conditions;
- 15.2.1.2** Contractor can verify that the Adverse Weather caused delays in excess of seventy-five percent (75%) for at least five hours, of the normal labor and equipment force toward completion of the day's current controlling item(s) on the latest accepted schedule;
- 15.2.1.3** The Contractor's crew is dismissed as a result of the Adverse Weather; and
- 15.2.1.4** The number of days of delay for the month exceeds those indicated in the Special Conditions.

**15.2.2** A day-for-day extension will only be allowed for those days in excess of those indicated in the Special Conditions. Weather delay time extensions to the contract period will be noncompensable.

**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**

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**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. Contractor and its Surety shall be liable for the amount thereof pursuant to Government Code section 53069.85.

**16.2 Excusable Delay**

**16.2.1 Contractor shall not be charged for liquidated damages because of**

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any delays in completion of Work which are not the fault of Contractor or its Subcontractors, including acts of God as defined in Public Contract Code section 7105, acts of enemy, epidemics, and quarantine restrictions. Contractor shall, within five (5) calendar days of beginning of any delay, notify County in writing of causes of delay including documentation and facts explaining the delay. County shall review the facts and extent of any delay and shall grant extension(s) of time for completing Work when, in its judgment, the findings of fact justify an extension. Extension(s) of time shall apply only to that portion of Work affected by delay, and shall not apply to other portions of Work not so affected. An extension of time may only be granted if Contractor has timely submitted the Construction Schedule as required herein.

**16.2.2** Contractor shall notify the County pursuant to the claims provisions in these General Conditions of any anticipated delay and its cause. Following submission of a claim, the County may determine whether the delay is to be considered avoidable or unavoidable, how long it continues, and to what extent the prosecution and completion of the Work might be delayed thereby.

**16.2.3** In the event the Contractor requests an extension of 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/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 Department of General Services, gas companies, electrical utility companies, water companies, and other agencies may have to approve Contractor-prepared drawings or approve a proposed installation. Accordingly, Contractor shall include in its bid, time for possible review of its drawings and for reasonable delays and damages that may be caused by such agencies. Thus, Contractor is not entitled to make a claim for damages or delays arising from the review of Contractor's drawings.

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

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- 16.3.2.1** The County is 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 section 20137. In the event that Contractor proceeds with any change in Work without a Change Order executed by the County or Construction Change Directive, Contractor waives any claim of 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

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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 response(s) to RFI(s).

**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 representative(s) on a daily

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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 representative(s) at least twenty-four (24) hours prior to proceeding with any of the force account work. Furthermore, the Contractor shall notify the County when it has consumed eighty percent (80%) of the budget, and shall not exceed the budget unless specifically authorized in writing by the County. The Contractor will not be compensated for force account work in the event that the Contractor fails to timely notify the County regarding the commencement of force account work, or exceeding the force account budget.

**17.5.6** The Contractor shall diligently proceed with the work, and on a daily basis, submit a daily force account report on a form supplied by the County no later than 5:00 p.m. each day. The report shall contain a detailed itemization of the daily labor, material, and equipment used on the force account work only. The names of the individuals performing the force account work shall be included on the daily force account reports. The type and model of equipment shall be identified and listed. The County will review the information contained in the reports, and sign the reports no later than the next work day, and return a copy of the report to the Contractor for their records. The County will not sign, nor will the Contractor receive compensation for work the County cannot verify. The Contractor will provide a weekly force account summary indicating the status of each Force Account Directive 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 condition(s) on the Project, then Contractor shall base the PCO on provable information that, beyond a reasonable doubt and to the County's satisfaction, demonstrates that the unknown and/or unforeseen condition(s) were actually unknown and/or unforeseen and that the condition(s) were reasonably unknown and/or unforeseen. If not, the County shall deny the PCO and the Contractor shall complete the Project without any increase in Contract Price and/or Contract Time based on that PCO.

**17.8 Format for Proposed Change**

**17.8.1** The following format shall be used as applicable by the County and the Contractor (e.g. Change Orders, PCO's) 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%.

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	<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		



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	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 section 12650 et seq. It is understood that the changes herein to the Contract shall only be effective when approved by the Board of Supervisors.

**17.9.1.2** It is expressly understood that the value of the extra Work or changes expressly includes any and all of the Contractor's costs and expenses, both direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project. Any costs, expenses, damages, or time extensions not included are deemed waived.

**17.10 Determination of Change Order Cost**

The amount of the increase or decrease in the Contract Price from a Change Order, if any, shall be determined in 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**

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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 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/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/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/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

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agreement shall be effective immediately and shall be recorded as a Change Order.

**17.12 Deductive Change Orders**

All deductive Change Order(s) must be prepared pursuant to the provisions herein. If Contractor offers a proposed amount for a deductive Change Order(s), 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 Order(s). 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 of 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 in 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.

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**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** The Contractor shall coordinate the Work so that dimensions are verified and clarifications that may affect the work are identified to allow for resolution without delaying the Work. The Contractor is responsible to submit a Request for Information as soon as the issue requiring clarification is identified. The Contractor shall be responsible for any delay in the construction progress due to any untimely submission of a Request for Information for A/E's review. Non-receipt of a Request for Information, or proceeding with Work pertaining to the Request for Information shall be construed as relieving the County of any Claim for added cost or extension of time.

**18.2 Reference Contract Documents**

Any Request for Information shall reference all applicable Contract Document(s), including Specification section(s), detail(s), page number(s), drawing number(s), and sheet number(s), etc. The Contractor shall make suggestions and interpretations of the issue raised by each Request for Information. A Request for Information cannot modify the Contract Price, 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

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completed in accordance with the Schedule of Values. Such application shall be notarized, if required, and supported by the following or each portion thereof unless waived by the County in writing:

**19.2.1.1.1** The amount paid to the date of the Application to the Contractor, to all its Subcontractors, and all others furnishing labor, material, or equipment for its Contract;

**19.2.1.1.2** The amount being requested under the Application for Payment by the Contractor on its own behalf and separately stating the amount requested on behalf of each of the Subcontractors and all others furnishing labor, material, and equipment under the Contract;

**19.2.1.1.3** The balance that will be due to each of such entities after said payment is made;

**19.2.1.1.4** A certification that the Record Drawings and annotated Specifications are current;

**19.2.1.1.5** Itemized breakdown of work done for the purpose of requesting partial payment;

**19.2.1.1.6** An updated and acceptable construction schedule in conformance with Section 10.1 above;

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

**19.2.1.1.8** A total of the retentions held;

**19.2.1.1.9** Material invoices, evidence of equipment purchases, rentals, and other support and details of cost as the County may require from time to time;

**19.2.1.1.10** The percentage of completion of the Contractor's Work by line item;

**19.2.1.1.11** Schedule of Values updated from the preceding Application for Payment;

**19.2.1.1.12** A duly completed and executed conditional waiver and release upon progress payment compliant with Civil Code section 3262 from the Contractor and each subcontractor of any tier and supplier to be paid from the current progress payment;

**19.2.1.1.13** A duly completed and executed unconditional waiver and release upon progress payment compliant with Civil Code section 3262 from the Contractor and each subcontractor of any tier and supplier that was paid from the previous progress payment; and

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**19.2.1.1.14** A certification by the Contractor of the following:

The Contractor warrants title to all Work performed as of the date of this payment application. The Contractor further warrants that all Work performed as of the date of this payment application is free and clear of liens, claims, security interests, or encumbrances in favor of the Contractor, Subcontractors, material and equipment suppliers, workers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment relating to the Work, except those of which the County has been informed.

**19.2.2** The Contractor shall be subject to the False Claims Act set forth under Government Code section 12650 et seq., for information provided with any Application for Progress Payment.

**19.2.3 Prerequisites for Progress Payments**

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

**19.2.3.1.1** Installation of the Project sign;

**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 Section 10.1.1.1 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,

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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 Section 10.1.1.1 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 a 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

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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 percent (90%) of the value of the Work performed (as verified by Architect and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The value of the Work completed shall be Contractor's best estimate. No inaccuracy or error in said estimate shall operate to release the Contractor, or any Surety upon any bond, from damages arising from such Work, or from the County's right to enforce each and every provision of this Contract, and the County shall have the right subsequently to correct any error made in any estimate for payment.

**19.3.2.2** The Contractor shall not be entitled to have any payment requests processed, or be entitled to have any payment made for Work performed, so long as any lawful or proper direction given by the County concerning the Work, or any portion thereof, remains incomplete.

**19.3.2.3** If the County fails to make any progress payment within thirty (30) days after receipt of an undisputed and properly submitted Application for Payment from the Contractor, the County shall pay interest to the Contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.



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**19.3.3 No Waiver**

No payment by County hereunder shall be interpreted so as to imply that County has inspected, approved, or accepted any part of the Work. Notwithstanding any payment, the County may enforce each and every provision of this Contract. The County may correct or require correction of any error subsequent to any payment.

**19.3.4 Removal of Liens**

**19.3.4.1** If a lien or a claim based on a stop notice of any nature should at any time be filed against the Work or any County property, by any entity that has supplied material or services at the request of the Contractor, Contractor and Contractor's Surety shall promptly, on demand by County and at Contractor's and Surety's own expense, take any and all action necessary to cause any such lien or a claim based on a stop notice to be released or discharged immediately therefrom.

**19.3.4.2** If the Contractor fails to furnish to the County within ten (10) calendar days after demand by the County, satisfactory evidence that a lien or a claim based on a stop notice has been so released, discharged, or secured, the County may discharge such indebtedness and deduct the amount required therefor, together with any and all losses, costs, damages, and attorney's fees and expense incurred or suffered by County from any sum payable to Contractor under the Contract.

**19.4 Decisions to Withhold Payment**

**19.4.1 Reasons to Withhold Payment**

The County may withhold payment in whole, or in part, to the extent reasonably necessary to protect the County if, in the County's opinion, the representations to the County required herein cannot be made. The County may withhold payment, in whole, or in part, to such extent as may be necessary to protect the County from loss because of, but not limited to:

**19.4.1.1** Defective Work not remedied within the time frames noted in Section 14 hereof of written notice to Contractor;

**19.4.1.2** Stop Notices or other liens served upon the County as a result of the Contract;

**19.4.1.3** Liquidated damages assessed against the Contractor;

**19.4.1.4** The cost of completion of the Contract if there exists reasonable doubt that the Work can be completed for the unpaid balance of the Contract Price or by the completion date;

**19.4.1.5** Damage to the County or other contractor(s);

**19.4.1.6** Unsatisfactory prosecution of the Work by the Contractor;

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- 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 section 1720 et seq., and/or failure to comply with any other Labor Code requirements,
- 19.4.1.14** Failure to properly maintain or clean up the Site;
- 19.4.1.15** Payments to indemnify, defend, or hold harmless the County;
- 19.4.1.16** Any payments due to the County, including but not limited to payments for failed tests, utilities changes, or permits;
- 19.4.1.17** Failure to pay Subcontractor(s) or supplier(s) as required by law and by the Contract Documents;
- 19.4.1.18** Contractor is otherwise in breach, default, or in substantial violation of any provision of this Contract.
- 19.4.2 Reallocation of Withheld Amounts**
  - 19.4.2.1** County may, in its discretion, apply any withheld amount to pay outstanding claims or obligations as defined herein. In so doing, County shall make such payments on behalf of Contractor. If any payment is so made by County, then that amount shall be considered a payment made under Contract by County to Contractor and County shall not be liable to Contractor for any payment made in good faith. These payments may be made without prior judicial determination of claim or obligation. County will render Contractor an accounting of funds disbursed on behalf of Contractor.
  - 19.4.2.2** If Contractor defaults or neglects to carry out the Work in accordance

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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 them. No interest shall be paid on any retainage or amounts withheld due to the failure of the Contractor to perform in accordance with the terms and conditions of the Contract Documents.

**19.5 Subcontractor Payments**

**19.5.1 Payments to Subcontractors**

No later than ten (10) days after receipt, or pursuant to Business and Professions Code section 7108.5 and Public Contract Code section 7107, the Contractor shall pay to each Subcontractor, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to its Sub-subcontractors in a similar manner.

**19.5.2 No Obligation of County for Subcontractor Payment**

The County shall have no obligation to pay, or to see to the payment of, money to a Subcontractor except as may otherwise be required by law.

**19.5.3 Joint Checks**

County shall have the right in its sole discretion, if necessary for the protection of the County, to issue joint checks made payable to the Contractor and Subcontractors and material or equipment suppliers. The joint check payees shall be responsible for the allocation and disbursement of funds included as part of any such joint payment. In no event shall any joint check payment be construed to create any contract between the County and a Subcontractor of any tier, any obligation from the County to such Subcontractor, or rights in such Subcontractor against the County.

**20. COMPLETION OF THE WORK**

**20.1 Completion**

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**20.1.1** County will accept completion of 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 completion, County shall withhold from the final payment one hundred fifty percent (150%) of an estimate of the amount sufficient to complete the corrective items, as determined by County, until the item(s) are completed.

**20.1.4** At the end of the thirty-five (35) day period, if there are any items remaining to be corrected, County may elect to proceed as provided herein related to adjustments to 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 scheduled in panels and disconnect switches labeled.
- 20.3.3.5** Painting and special finishes complete.

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- 20.3.3.6** Doors complete with hardware, cleaned of protective film, relieved of sticking or binding, and in working order.
- 20.3.3.7** Tops and bottoms of doors sealed.
- 20.3.3.8** Floors waxed and polished as specified.
- 20.3.3.9** Broken glass replaced and glass cleaned.
- 20.3.3.10** Grounds cleared of Contractor's equipment, raked clean of debris, and trash removed from Site.
- 20.3.3.11** Work cleaned, free of stains, scratches, and other foreign matter, of damaged and broken material replaced.
- 20.3.3.12** Finished and decorative work shall have marks, dirt, and superfluous labels removed.
- 20.3.3.13** Final cleanup, as provided herein.

**20.4 Costs of Multiple Inspections**

More than two (2) requests of the County to make a final inspection shall be considered an additional service of County, Architect, and/or Construction Manager, and all subsequent costs will be invoiced to Contractor and if funds are available, withheld from remaining payments.

**20.5 Partial Occupancy or Use Prior to Completion**

**20.5.1 County's Rights**

The County may occupy or use any completed or partially completed portion of the Work at any stage. The County and the Contractor shall agree in writing to the responsibilities assigned to each of them for payments, security, maintenance, heat, utilities, damage to the Work, insurance, the period for correction of the Work, and the commencement of warranties required by the Contract Documents. Any dispute as to responsibilities shall be resolved pursuant to the Claims and Disputes provisions herein, with the added provision that during the dispute process, the County shall have the right to occupy or use any portion of the Work that it needs or desires to use.

**20.5.2 Inspection Prior to Occupancy or Use**

Immediately prior to partial occupancy or use, the County, the Contractor, and the Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

**20.5.3 No Waiver**

Unless otherwise agreed upon, partial or entire occupancy or use of a portion or portions of the Work shall not constitute beneficial occupancy or acceptance of the Work not complying with the requirements of the Contract Documents.

**21. FINAL PAYMENT AND RETENTION**

**21.1 Final Payment**

Upon receipt and approval of a valid and final Application for Payment, the Architect will issue a final Certificate of Payment. The County shall thereupon jointly inspect the Work and either accept the Work as complete or notify the Architect and the Contractor in writing of reasons why the Work is not complete. Upon acceptance of the Work of the Contractor as fully complete (that, absent unusual circumstances, will occur when the Punch List items have been satisfactorily completed), the County shall record a Notice of Completion 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 Notice in recordable form, together with (to the extent permitted by law) a copy of the full and final release of all Stop Notice rights.

**21.2.1.1** A duly completed and executed conditional waiver and release upon final payment compliant with Civil Code section 3262 from the Contractor and each subcontractor of any tier and supplier to be paid from the current progress payment;

**21.2.1.2** A duly completed and executed unconditional waiver and release upon progress payment compliant with Civil Code section 3262 from the Contractor and each subcontractor of any tier and supplier that was paid from the previous progress payment; and

**21.2.1.3** The Contractor shall have made all corrections to the Work that are required to remedy any defects therein, to obtain compliance with the Contract Documents or any requirements of applicable codes and ordinances, or to fulfill any of the orders or directions of County required under the Contract Documents.

**21.2.2** Each Subcontractor shall have delivered to the Contractor all written guarantees, warranties, applications, and bonds required by the Contract Documents for its portion of the Work.

**21.2.3** Contractor must have completed all requirements set forth under "Close Out Procedures," Including, without limitation, an approved set of complete "as-built" Record Drawings.

**21.2.4** Architect shall have issued its written approval that final payment can be made.

**21.2.5** The Contractor shall have delivered to the County all manuals and

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materials required by the Contract Documents.

**21.2.6** The Contractor shall have completed final clean up as provided herein.

**21.3 Retention**

**21.3.1** The retention, less any amounts disputed by the County or that the County has the right to withhold pursuant to provisions herein, shall be paid:

**21.3.1.1** After approval of the County by the Architect's Certificate of Payment,

**21.3.1.2** After the satisfaction of the conditions set forth herein, and

**21.3.1.3** After thirty-five (35) days after the recording of the Notice of Completion by County.

**21.3.2** No interest shall be paid on any retention, or on any amounts withheld due to a failure of the Contractor to perform, in accordance with the terms and conditions of the Contract Documents, except as provided to the contrary in any Escrow Agreement between the County and the Contractor pursuant to Public Contract Code section 22300.

**21.4 Substitution of Securities**

The County will permit the substitution of securities in accordance with the provisions of Public Contract Code section 22300.

**22. UNCOVERING OF WORK**

If a portion of the Work is covered without Architect approval or not in compliance with the Contract Documents, it must, if required in writing, including by email, by the County or the Architect, be uncovered for the Architect's observation and be replaced at the Contractor's expense without change in the 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 its being covered, the County, Project Inspector, or the Architect may request to see that Work, and it shall be uncovered by the Contractor. If that Work is in accordance with the Contract Documents, costs of uncover and replacement shall, by appropriate Change Order, be charged to the County. If that Work is not in accordance with Contract Documents, the Contractor shall pay these costs unless the condition was caused by the County or a separate contractor, in which event the County shall be responsible for payment of such costs to the Contractor.



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

**23.1 Nonconforming Work**

**23.1.1** Contractor shall promptly remove from Premises all Work identified by County as failing to conform to the Contract Documents whether incorporated or not. Contractor shall promptly replace and re-execute its own Work to comply with the Contract Documents without additional expense to the County and shall bear the expense of making good all work of other contractors destroyed or damaged by any removal or replacement pursuant hereto and/or any delays to the County or other Contractors caused thereby.

**23.1.2** If Contractor does not remove Work that County has identified as failing to conform to the Contract Documents within a reasonable time, not to exceed FORTY-EIGHT (48) hours, County may remove it and may store any material at Contractor's expense. If Contractor does not pay expense(s) of that removal within ten (10) days' time thereafter, County may, upon ten (10) days' written notice, sell any material at auction or at private sale and shall deduct all costs and expenses incurred by the County and/or County may withhold those amounts from payment(s) to Contractor.

**23.2 Correction of Work**

**23.2.1 Correction of Rejected Work**

Pursuant to the notice provisions herein, the Contractor shall promptly correct the Work rejected by the County or the Architect as failing to conform to the requirements of the Contract Documents, whether observed before or after Completion and whether or not fabricated, installed, or completed. The Contractor shall bear costs of correcting the rejected Work, including additional testing, inspections, and compensation for the Architect's services and expenses made necessary thereby.

**23.2.2 Warranty Corrections**

If, within the warranty period specified in 00 65 36 Warranty Form, after the date of Completion of the Work or a designated portion thereof, or after the date for commencement of warranties established hereunder, or by the terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the County to do so. This period of two (2) years shall be extended with respect to portions of the Work first performed after Completion by the period of time between Completion and the actual performance of the Work. This obligation hereunder shall survive acceptance of the Work under the Contract and termination of the Contract. The County shall give such notice promptly after discovery of the condition.

**23.3 County's Right to Perform Work**

**23.3.1** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this contract, the County, after FORTY-EIGHT (48) hours

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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 and/or Specifications, including, but not limited to, variation in material, quality, form, or finish, or in the amount or value of the materials and labor used, County may require at its option:

- 23.3.2.1** That all such improper Work be removed, remade or replaced, and all work disturbed by these changes be made good by Contractor at no additional cost to the County;
- 23.3.2.2** That the County deduct from any amount due Contractor the sum of money equivalent to the difference in value between the work performed and that called for by the Drawings and Specifications; or
- 23.3.2.3** That the County exercise any other remedy it may have at law or under the Contract Documents, including but not limited to the County hiring its own forces or another contractor to replace the Contractor's nonconforming Work, in which case the County shall either issue a deductive 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(s) to Contractor.

**24. TERMINATION AND SUSPENSION**

**24.1 County's Right to Terminate Contractor for Cause**

**24.1.1 Grounds for Termination.**

The County, in its sole discretion, may terminate the Contract and/or 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 said Work within the time specified or any extension thereof, or
- 24.1.1.3** Contractor persistently fails or refused to perform Work or provide material of sufficient quality as to be in compliance with Contract Documents; or
- 24.1.1.4** Contractor files a petition for relief as a debtor, or a petition is filed against the Contractor without its consent, and the petition not

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dismissed within sixty (60) days; or

**24.1.1.5** Contractor makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency; or

**24.1.1.6** Contractor persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the Work in the time specified; or

**24.1.1.7** Contractor fails to make prompt payment to Subcontractors, or for material, or for labor; or

**24.1.1.8** Contractor persistently disregards laws, or ordinances, or instructions of County; or

**24.1.1.9** Contractor fails to supply labor, including that of Subcontractors, that can work in harmony with all other elements of labor employed or to be employed on the Work; or

**24.1.1.10** Contractor or its Subcontractor(s) is/are otherwise in breach, default, or in substantial violation of any provision of this Contract.

**24.1.2 Notification of Termination**

**24.1.2.1** Upon the occurrence at County's sole determination of any of the above conditions, County may, without prejudice to any other right or remedy, serve written notice upon Contractor and its Surety of County's termination of this Contract and/or the Contractor's right to perform the work of the Contract. This notice will contain the reasons for termination. Unless, within three (3) days after the service of the notice, any and all condition(s) shall cease, and any and all violation(s) shall cease, or arrangement satisfactory to County for the correction of the condition(s) and/or violation(s) be made, this Contract shall cease and terminate. Upon Determination, Contractor shall not be entitled to receive any further payment until the entire Work is finished.

**24.1.2.2** Upon Termination, County may immediately serve written notice of tender upon Surety whereby Surety shall have the right to take over and perform this Contract only if Surety:

**24.1.2.2.1** Within three (3) days after service upon it of the notice of tender, gives County written notice of Surety's intention to take over and perform this Contract; and

**24.1.2.2.2** Commences performance of this Contract within (three (3) days from date of serving of its notice to County.

**24.1.2.3** If Surety fails to notify County or begin performance as indicated

herein, County may take over the Work and execute the Work to completion by any method it may deem advisable at the expense of Contractor and/or its Surety. Contractor and/or its Surety shall be liable to County for any excess cost or other damages the County incurs thereby. Time is of the essence in this Contract. If the County takes over 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 within which, or the manner in which, the Work is performed by the County or for any changes the County may make in the Work or for the money expended by the County in satisfying claims and/or suits and/or other obligations in connection with the Work.
- 24.1.3.3** In the event that the Contract is terminated for any reason, no allowances or compensation will be granted for the loss of any anticipated profit by the Contractor.
- 24.1.3.4** If the expense to the County to finish the Work exceeds the unpaid Contract Price, Contractor and Surety shall pay difference to County within twenty-one (21) days of County's request.
- 24.1.3.5** The County shall have the right (but shall have no obligation) to assume and/or assign to a general contractor or construction manager or other third party who is qualified and has sufficient resources to complete the Work, the rights of the Contractor under its subcontracts with any or all Subcontractors. In the event of an assumption or assignment by the County, no Subcontractor shall have any claim

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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 its 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) 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 for labor, materials, and services performed that is unpaid and can be 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 Subcontractor(s)' mobilization and/or demobilization costs and any anticipated loss 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 sections 4410 and 4411 of the Government Code of the State of California, being a portion of the Emergency Termination of Public Contracts Act of 1949.

- 24.3.1.1** Section 4410 of the Government Code states:

In the event a national emergency occurs, and public work, being performed by contract, is stopped, directly or indirectly, because of the freezing or diversion of materials, equipment or labor, as the result of an order or a proclamation of the

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President of the United States, or of an order of any federal authority, and the circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work, then the public agency and the contractor may, by written agreement, terminate said contract.

**24.3.1.2** Section 4411 of the Government Code states:

Such an agreement shall include the terms and conditions of the termination of the contract and provision for the payment of compensation or money, if any, which either party shall pay to the other or any other person, under the facts and circumstances in the case.

**24.3.1.3** Compensation to the Contractor shall be determined at the sole discretion of County on the basis of the reasonable value of the Work done, including preparatory work. As an exception to the foregoing and at the County's discretion, in the case of any fully completed separate item or portion of the Work for which there is a separate previously submitted unit price or item on the accepted schedule of values, that price shall control. The County, at its sole discretion, may adopt the Contract Price as the reasonable value of the work done or any portion thereof.

**25. CLAIMS AND DISPUTES**

**25.1 Performance During Claim Process**

The Contractor shall continue to perform its Work under the Contract and shall not cause a delay of the Work during any dispute, claims definition, negotiation, mediation, or arbitration proceeding, except by written agreement by the County.

**25.2 Definition of Claim**

**25.2.1** For purposes of this section, a claim means a separate demand by the Contractor for:

**25.2.1.1** A time extension,

**25.2.1.2** Payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or

**25.2.1.3** Payment of money that the County disputes is owing.

**25.3 Claim Presentations**

**25.3.1** If Contractor intends to claim an increase in the Contract Price or Contract Time for any reason including, without limitation, the acts of County or its agents, Contractor shall, within ten (10) days after the event giving rise to the claim, give notice of

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the claim in writing and submit to the County a written statement of the damage sustained or time requested. On or before twenty (20) days after Contractor's written notice of claim, Contractor shall file with the County an itemized statement of the details and amounts of its claim for any increase in the Contract Price of Contract Time. Contractor must timely submit the Notice of Claim and the substantiating documentation for any claim. Otherwise, Contractor shall have waived and relinquished its claim against the County and Contractor's claims for compensation or an extension of time shall be forfeited and invalidated, and Contractor shall not be entitled to consideration for payment or time on account of the instant matter.

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

**25.3.3** Contractor shall file with the County any written claim, including the documents necessary to substantiate it, on or before the day of final payment on the Contract.

**25.3.4** The Contractor shall not cause a delay of the Work during any dispute, claims definition, negotiation, mediation, or arbitration proceeding, except by written agreement by the County.

**25.3.5** The Contractor shall bind all its Subcontractors, material persons, and suppliers to the provisions of this section on mediation and arbitration and will hold the County harmless against disputes and claims by Subcontractors, material persons, or suppliers.

**25.4 Claim Resolution**

**25.4.1** In the event of a dispute between the parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for Work performed or not performed, the parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 20104, if applicable. Pending resolution of the dispute, if the dispute is not resolved, Contractor agrees it will neither rescind the Contract nor stop the progress of the Work, but will allow determination by a court of the State of California having competent jurisdiction of the dispute, after the Project has been completed, and not before.

**25.4.2 Public Works Claims of \$375,000 or Less**

**25.4.2.1** For all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a Contractor and a local agency, the procedure set forth in Public Contract Code section 20104 et seq. shall apply:

**25.4.2.1.1** For claims of less than fifty thousand dollars (\$50,000), the County shall respond in writing within forty-five (45) days of receipt of the claim or may request in writing within thirty (30) days of receipt of the claim any additional documentation supporting the

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claim or relating to defenses or claims the County may have against the claimant.

**25.4.2.1.1.1** If additional information is required, it shall be requested and provided by mutual agreement of the parties.

**25.4.2.1.1.2** The County's written response to the documented claim shall be submitted to the claimant within fifteen (15) days after receipt of the further documentation or within a period of time no greater than that taken by the claimant to produce the additional information, whichever is greater.

**25.4.2.1.2** For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred Seventy-five thousand dollars (\$375,000), the County shall respond in writing to all written claims within sixty (60) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim any additional documentation supporting the claim or relating to defenses or claims the County may have against the claimant.

**25.4.2.1.2.1** If additional information is required, it shall be requested and provided upon mutual agreement of the County and the claimant.

**25.4.2.1.2.2** The County's written response to the claim, as further documented, shall be submitted to the claimant within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant to produce the additional information or requested documentation, whichever is greater.

**25.4.2.2** If the claimant disputes the County's written response, or the County fails to respond within the time prescribed, the claimant may so notify the County, in writing, either within fifteen (15) days of receipt of the County's response or within fifteen (15) days of the County's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the County shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

**25.4.2.3** Following the meet and confer conference, if the claim or any portion of it remains in dispute, the claimant may file a claim as provided in



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Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions the running of the time within which a claim must be filed shall be tolled from the time the claimant submits its written claim until the time the claim is denied, including any period of time utilized by the meet and confer process.

**25.4.2.4** For any civil action filed to resolve claims filed pursuant to this section, within sixty (60) days, but no earlier than thirty (30) days, following the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within fifteen (15) days by both parties of a disinterested third person as mediator, shall be commenced within thirty (30) days of the submittal, and shall be concluded within fifteen (15) days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

**25.4.2.5** If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of the Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986, (Article 3 (commencing with Section 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.

**25.4.2.6** 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. 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.

**25.4.3 Public Works Claims Over \$375,000**

**25.4.3.1** For all claims of over three hundred seventy-five thousand dollars (\$375,000) which arise between a Contractor and the County, the following procedure shall apply:

**25.4.3.1.1** The parties agree to first endeavor to settle the dispute in an amicable manner by mediation under the Construction Industry Mediation Rules of the American Arbitration Association before having recourse to arbitration or a judicial forum. The claim or

dispute shall be identified in writing to the County within thirty (30) days of discovery and shall be mediated within one hundred and twenty (120) days of discovery.

- 25.4.3.2** The parties further agree that all Contractors, Subcontractors, Sub-subcontractors, suppliers, and material persons whose portion of the Work amounts to five thousand dollars (\$5,000) or more, and their insurers and their sureties, shall agree to mediation as the first method of dispute resolution on all claims in excess of three hundred seventy-five thousand dollars (\$375,000).

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

- 26.1** The following contract provisions are required by the Davis Bacon (Davis Bacon) and Related Acts (DBRA) and the California Labor Code (Prevailing Wage). The Related Acts include but are not limited to the federal Contract Work Hours and Safety Standards Act and Copeland "Anti-Kickback" Act.

- 26.2** **Davis Bacon Act:** Contractor shall comply with the following contract provisions, which are required by the Davis Bacon Act.

**26.2.1** Minimum wages.

- 26.2.1.1** All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto as Document 00 45 46.01A "Davis Bacon Act Wage Determination" and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics,

subject to the provisions of paragraph 2.1.4 of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraph 2.4. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

The wage determination (including any additional classification and wage rates conformed under paragraph 2.1.2 of this section), the Davis-Bacon poster (WH-1321), and the Rights and Remedies Whistleblowers poster, shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

**26.2.2** The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- 26.2.2.1** The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- 26.2.2.2** The classification is utilized in the area by the construction industry; and
- 26.2.2.3** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- 26.2.2.4** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on

the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

**26.2.2.5** In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

**26.2.2.6** The wage rate (including fringe benefits, where appropriate) determined pursuant to paragraphs 16.2.2, 26.2.2.2 or 26.2.2.3 of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

**26.2.3** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

**26.2.4** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated

in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

**26.2.5** Withholding. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the County may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

**26.2.6** Payrolls and basic records.

**26.2.6.1** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of

the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- 26.2.7** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the County if the County is a party to the contract, but if the County is not such a party, the contractor will submit the payrolls to the prime contractor for transmission to the County. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the County if the County is a party to the contract, but if the County is not such a party, the contractor will

submit them to the prime contractor for transmission to the County, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the County.

**26.2.8** Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

**26.2.8.1** That the payroll for the payroll period contains the information required to be provided under §5.5

(a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

**26.2.8.2** That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

**26.2.8.3** That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

**26.2.8.4** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph 2.3.3 of this section.

**26.2.8.5** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

**26.2.9** The contractor or subcontractor shall make the records required under paragraph 26.2.6.1 of this section available for inspection, copying, or transcription by authorized representatives of the County or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

**26.2.10** Apprentices and trainees

**26.2.10.1** Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered



program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- 26.2.11** Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be

paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**26.2.12** Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

- 26.3** Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- 26.4** Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in this Document 00 72 13 "General Conditions" and such other clauses as the County may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- 26.5** Contract termination: Debarment. A breach of the contract terms of Paragraph 26 of this Document 00 72 13 "General Conditions" may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- 26.6** Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts

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1, 3, and 5 are herein incorporated by reference in this contract.

**26.7** Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**26.8** Certification of eligibility.

**26.8.1** By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

**26.8.2** No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

**26.8.3** The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**26.9** Contract Work Hours and Safety Standards Act. The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs 26.9.1, 26.9.2, 26.9.3, and 26.9.4 of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by §5.5(a) or 4.6 of part 4 of Title 29 of the Code of Federal Regulations. As used in this paragraph, the terms *laborers* and *mechanics* include watchmen and guards.

**26.9.1** Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**26.9.2** Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 26.9.1 of this Section the contractor and any subcontractor responsible

therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 26.9.1 of this Section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 26.9.1 of this Section. The liquidated damages referred to in this paragraph 26.9.2, and in paragraph 26.9.3 below, shall be in addition to and not in lieu of liquidated damages provided for elsewhere in the Contract Documents.

**26.9.3** Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 26.9.2 of this Section.

**26.9.4** Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 26.9.1 through 26.9.4 of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 26.9.1 through 26.9.4 of this Section.

**26.10** In addition to the clauses contained in paragraph 26.9, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR §5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the

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completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the County and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

**26.11 California Department of Industrial Relations Wage Rates, Travel, and Subsistence**

**26.11.1** In addition to complying with the Davis Bacon Act, Contractor shall also comply with the California Labor Code prevailing wage requirements

**26.11.2** Pursuant to the provisions of article 2 (commencing at section 1770), chapter 1, part 7, division 2, of the Labor Code of California, the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public work is to be performed for each craft, classification, or type of worker needed to execute this Contract are on file at the County's principal office and copies will be made available to any interested party on request. Contractor shall obtain and post a copy of these wage rates at the job site.

**26.11.3** Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half times the above specified rate of per diem wages, unless otherwise specified. The holidays upon which those rates shall be paid need not be specified by the County, but shall be all holidays recognized in the applicable collective bargaining agreement. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code.

**26.11.4** 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.

**26.11.5** 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 section 1773 et seq.

**26.11.6** If during the period this bid is required to remain open, the Director

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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.

**26.11.7** Pursuant to Labor Code section 1775, Contractor shall, as a penalty to County, forfeit the statutory amount for each calendar day, or portion thereof, for each worker paid less than the prevailing rates, determined by the County and/or the Director, for the work or craft in which that worker is employed for any public work done under Contract by Contractor or by any Subcontractor under it. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by Contractor.

**26.11.8** 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.

**26.11.9** Pursuant to Labor Code section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time, subsistence pay, and apprenticeship or other training programs authorized by section 3093, and similar purposes.

**26.11.10** 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).

**26.12 Hours of Work**

**26.12.1** As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code, eight (8) hours of labor shall constitute a legal days work. The time of service of any worker employed at any time by Contractor or by any Subcontractor on any subcontract under this Contract upon the Work or upon any part of the Work contemplated by this Contract shall be limited and restricted by Contractor to eight (8) hours per day, and forty (40) hours during any one week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, Work performed by employees of Contractor in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

**26.12.2** 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

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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.

**26.12.3** Pursuant to Labor Code section 1813, Contractor shall as a penalty to the County forfeit the statutory amount for each worker employed in the execution of this Contract by Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code.

**26.12.4** 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.

**26.13 Payroll Records**

Certified payroll reports for the duration of the Project shall be maintained by the Contractor and submitted electronically, and are subject to all of the following conditions:

- 26.13.1** Certified Payroll Reports (CPR) shall be submitted to the County electronically on the web-based software system described in Document 00 45 46.01 "Prevailing Wage and Related Labor Requirements Certification", to be utilized for collection and verification of payroll reports for the Project.
- 26.13.2** CPR must contain all of information required by California Labor Code section 1776 and must be organized in a manner that is similar or identical to the format in which the information is reported on the DIR "Public Works Payroll Reporting Form" (Form A-1-131) while also containing the information required by DOL, Wage and Hour Division (WHD) Payroll Form WHD 347;
- 26.13.3** Statement of Compliance. CPR shall be accompanied by a signed "Statement of Compliance" certifying that the payroll reports are correct and complete and that each laborer or mechanic has been paid not less than the proper prevailing wage rate for the work performed. The wording of the certification shall comply with California Labor Code section 1776 and 29 C.F.R. § 5.5(a)(3)(ii)(B)-(D).
- 26.13.4** Electronic CPR submitted to the County, the DIR Division of Labor Standards Enforcement (DLSE), or other entity within the DIR, must be in the form of a non-modifiable image or record that bears an electronic signature or includes a copy of any original certification made on paper. Printed reports submitted on paper with an original signature will be accepted as supplemental information to electronic reports, and will not relieve the Contractor or its Subcontractor from

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their obligation to submit electronic reports.

**26.14** Submittals. LCP, DIR and DOL forms shall be completed and submitted to the appropriate agencies as required by the applicable Labor Code provisions. Copies of completed forms shall be uploaded into the on-line certified payroll system described in Document 00 45 46.01 "Prevailing Wage and related Labor Requirements Certification". It is the Contractor's responsibility to identify and submit all required forms to the appropriate entity.

**26.15** Wage Rates; Notice of ARRA Assistance Date.

**26.15.1** The Contractor shall pay to persons performing labor in and about the Work provided for in the Contract an amount equal to or more than the higher wage rate for that person's corresponding labor classification when and as required under the Davis Bacon and Related Acts and the California Labor Code.

**26.15.2** The U.S. Department of Labor (DOL) has advised the County that September 21, 2010 is the date of "notice of ARRA assistance" under DOL All Agency Memorandum (AAM) No. 208 and the Project is subject to Davis Bacon labor standards as of that date.

**26.15.3** It shall be the responsibility of Contractor to ensure compliance with the provisions of Labor Code section 1776.

**26.16 Apprentices**

**26.16.1** Contractor acknowledges and agrees that, if this Contract involves a dollar amount greater than or a number of working days greater than that specified in Labor Code section 1777.5, then this Contract is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of Contractor to ensure compliance with this Article and with Labor Code section 1777.5 for all apprenticeship occupations.

**26.16.2** Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall be employed provided they are properly registered in full compliance with the provisions of the Labor Code.

**26.16.3** Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he/she is employed, and shall be employed only at the work of the craft or trade to which she/he is registered.

**26.16.4** Only apprentices, as defined in section 3077 of the Labor Code, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing at section 3070), division 3, of the Labor Code, are eligible to be employed. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he/she is training.

**26.16.5** Pursuant to Labor Code section 1777.5, if that section applies to this Contract as indicated above, Contractor and any Subcontractors employing workers in



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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.

**26.16.6** Pursuant to Labor Code section 1777.5, if that section applies to this Contract as indicated above, Contractor and any Subcontractor may be required to make contributions to the apprenticeship program.

**26.16.7** If Contractor or Subcontractor willfully fails to comply with Labor Code section 1777.5, then, upon a determination of noncompliance by the Administrator of Apprenticeship, it shall:

**26.16.7.1** Be denied the right to bid on any subsequent project for one (1) year from the date of such determination;

**26.16.7.2** Forfeit as a penalty to County the full amount as stated in Labor Code section 1777.7. Interpretation and enforcement of these provisions shall be in accordance with the rules and procedures of the California Apprenticeship Council and under the authority of the Chief of the Division of Apprenticeship Standards.

**26.16.8** Contractor and all Subcontractors shall comply with Labor Code section 1777.6, which section forbids certain discriminatory practices in the employment of apprentices.

**26.16.9** Contractor shall become fully acquainted with the law regarding apprentices prior to commencement of the Work. Special attention is directed to sections 1777.5, 1777.6, and 1777.7 of the Labor Code, and title 8, California Code of Regulations, section 200 et seq. Questions may be directed to the State Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, California 94102.

**26.17 Non-Discrimination**

**26.17.1** Contractor herein agrees not to discriminate in its recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, national origin, ancestry, sex, age, or physical handicap in the performance of this Contract and to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246, and all administrative rules and regulations found to be applicable to Contractor and Subcontractor.

**26.17.2** Special requirements for Federally Assisted Construction Contracts: During the performance of this Contract, Contractor agrees to incorporate in all subcontracts the provisions set forth in Chapter 60-1.4(b) of Title 41 published in Volume 33 No. 104 of the Federal Register dated May 28, 1968.

**26.18 Labor First Aid**

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Contractor shall maintain emergency first aid treatment for Contractor's workers on the Project which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.) and the California Occupational Safety and Health Act of 1973 (8 Cal. Code of Regs., §1 et seq.).

**27. MISCELLANEOUS**

**27.1 Assignment of Antitrust Actions**

**27.1.1** Section 7103.5(b) of the Public Contract Code states:

In entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

**27.1.2** Section 4552 of the Government Code states:

In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

**27.1.3** Section 4553 of the Government Code states:

If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

**27.1.4** Section 4554 of the Government Code states:

Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

**27.1.5** Under this Article, "public purchasing body" is County and "bidder" is Contractor.

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**27.2 Excise Taxes**

If, under Federal Excise Tax Law, any transaction hereunder constitutes a sale on which a Federal Excise Tax is imposed and the sale is exempt from such Federal Excise Tax because it is a sale to a State or Local Government for its exclusive use, County, upon request, will execute documents necessary to show (1) that County is a political subdivision of the State for the purposes of such exemption, and (2) that the sale is for the exclusive use of County. No Federal Excise Tax for such materials shall be included in any Contract Price.

**27.3 Taxes**

Contract Price is to include any and all applicable sales taxes or other taxes that may be due in accordance with section 7051 of the Revenue and Taxation Code; Regulation 1521 of the State Board of Equalization or any other tax code that may be applicable.

**27.4 Shipments**

All shipments must be F.O.B. destination to Site or sites, as indicated in the Contract Documents. There must be no charge for containers, packing, unpacking, drayage, or insurance. The total Contract Price shall be all inclusive (including sales tax) and no additional costs of any type will be considered.

END OF DOCUMENT

DOCUMENT 01 11 00

**SUMMARY OF WORK**

**PART 1 - GENERAL**

**1.01 RELATED DOCUMENTS AND PROVISIONS:**

All Contract Documents must be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions

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

- A. The Work of this Contract shall consist of the following:
  - (1) Contractor shall furnish and install the equipment specified in Document 27 41 18 Integrated Audio-Visual Systems and Document 27 41 19 Televisions Systems.

**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) The Highland ATR General Contractor's Work has a scheduled Substantial Completion Date of October 15, 2015, for the Acute Care Tower building. This Contractor is expected to have all areas ready and complete for AV & TV Equipment Installation, per GSA's schedule in these Contract Documents.
- B. Work on the Project that will be performed by others concurrent with the Work of this Contract:

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- (1) The County will coordinate and/or schedule the Highland ATR General Contractor's punchlist Work as to not conflict with the Work of the AV & TV Equipment and Installation Contractor.

**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/or its representative.
- 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 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.
- 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) 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 building elements, Site improvements, and other damage.
- C. Should Contractor observe cracks, sags, and other damage to and defects of the Site and other items not indicated in the Contract Documents, Contractor shall immediately report same to the County and/or its representative.

#### **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 for the performance of the Work. If the County chooses to beneficially occupy any building(s), Contractor must obtain the County's written approval for Contractor's use of spaces and types of operations to be performed within the building(s) while so occupied. Contractor's access to the building(s) shall be limited to the areas indicated.
- B. If the space at the Project Site is not sufficient for Contractor's operations, storage, office facilities and/or parking, Contractor shall arrange and pay for any additional facilities needed by Contractor.
- C. Contractor shall not interfere with use of or access to occupied portions of the building(s) or adjacent property.
- D. Contractor shall maintain corridors, stairs, halls, and other exit-ways of building clear and free of debris and obstructions at all times.

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- E. No one other than those directly involved in the demolition and construction, or specifically designated by the County or its representative shall be permitted in the areas of work during demolition and construction activities.

**1.09 PROTECTION OF EXISTING STRUCTURES AND UTILITIES**

- A. 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.

**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.

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- C. Liquidated damages may be assessed as described in the Contract Documents for failure to achieve milestone dates.
- D. This facility may be occupied during construction. In that case: County will provide contractor with schedule of uses; at the site during the construction period; Contractor is to coordinate work with the County and maintain safe access to all buildings at all times and to not disrupt ongoing uses. Contractor must comply with the following requirements:
- (1) If Contractor must shut down power to any part of the site, see Section 1.10 above.
- (2) Work must be coordinated so that site-wide systems remain functional at all times until new systems work is complete and tested.

**1.13 SCHEDULE**

<b>No.</b>	<b>Milestones</b>	<b>Start</b>	<b>Complete</b>
1	Issue Notice to Proceed to Contractor	8/19/15	8/19/15
2	Construction Contract Duration	79 Business Days	-----
3	Contractor prepares/submits deliverables/documentation/schedule	8/20/15	9/2/15
4	County reviews Contractor's deliverables/documentation/schedule	9/3/15	9/16/15
5	Contractor (and Subs) & GSA-VCM Kick-Off & Construction Planning Meeting	9/18/15	9/18/15
6	Follow up Construction Planning Meeting (as needed)	9/25/15	9/25/15
7	Construction Start Date	10/19/15	10/19/15
8	Construction Substantial Completion Date	12/4/15	12/4/15
9	Punchlist	12/4/15	12/4/15
10	Complete Punchlist	12/7/15	12/9/15
11	Audio-Visual Systems and Televisions Online/Operational	12/10/15	12/10/15



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14	Confirm Punchlist Complete	12/10/15	12/10/15
15	Construction Completion Date	12/11/15	12/11/15

- A. The “Construction Start” date indicates the date that Work is to begin.
- B. The “Construction Complete” date indicates that the following must be complete:
- (1) The entire scope of work must be complete, systems final connections must be complete and systems programmed and tested so that fully functional systems are provided.
  - (2) All punch list work must be complete.
  - (3) All required testing must be complete.
  - (4) Maintenance and Operations Manuals must be ready to submit to the County.
- 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 schedule, the start and completion dates above will be adjusted. However, the required Construction Complete Date is 12/11/2015.

**END OF DOCUMENT**

DOCUMENT 01 22 00

**ALTERNATES AND UNIT PRICES**

**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. Bid Form;
- C. Instruction to Bidders.

**1.02 DESCRIPTION**

The items of work indicated below for additions to and/or deletions from the various parts of the Work specified in other Sections of the Specifications.

**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 Contract Documents 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. **No alternates are allowed for this project.** See Notice to Bidders, Document 00 11 16.

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**1.06 UNIT PRICING**

- A. Contractor shall completely state all required figures based on Unit Prices listed below:
  - (1) See Document 27 41 18 Integrated Audio-Visual Systems
  - (2) See Document 27 41 19 Television Systems
- B. 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 the Contract Documents shall be included in an agreed upon price amount.

**1.07 UNIT PRICES**

- A. 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).

**END OF DOCUMENT**

DOCUMENT 01 31 19

**PROJECT MEETINGS**

**PART I – GENERAL**

**1.01 RELATED DOCUMENTS AND PROVISIONS:**

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions

**1.02 PRECONSTRUCTION CONFERENCE:**

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, review construction administrative procedures, and such other items as may be pertinent to the start of construction.

**1.03 PROGRESS MEETINGS:**

- A. County or its 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: County's on-site project office.
- C. The Contractor shall notify and invite the following entities ("Invitees"):
  - (1) Subcontractors/suppliers, as appropriate to the agenda of the meeting.
  - (2) Others, as appropriate to the agenda of the meeting.
- D. The County's and/or its representative(s) will attend at their discretion, in response to the agenda.
- E. The County, the Construction Manager, and/or another County agent or representative shall take and distribute meeting notes to attendees and other concerned parties. If exceptions are taken to anything in the meeting notes, those exceptions shall be stated in writing to the County within five (5) working days following County's distribution of the meeting notes.

**1.04 PRE-INSTALLATION/PERFORMANCE MEETING:**

- A. Contractor shall schedule a meeting prior to the start of each of the following portions of the Work: cutting and patching of plaster and roofing, and other weather-exposed and moisture-resistant products. Contractor shall invite all Invitees to this meeting, and others whose work may affect or be affected by the quality of the cutting and patching work.
- B. Contractor shall review in detail prior to this meeting, the manufacturer's requirements and specifications, applicable portions of the Contract Documents, Shop Drawings, and other submittals, and other related work. At this meeting, invitees shall review and resolve conflicts, incompatibilities, or inadequacies discovered or anticipated.
- C. Contractor shall review in detail Project conditions, schedule, requirements for performance, application, installation, and quality of completed Work, and protection of adjacent Work and property.
- D. Contractor shall review in detail means of protecting the completed Work during the remainder of the construction period.

**1.05 SPECIAL MEETINGS:**

Special meetings may be requested by the County. Contractor, subcontractors, material suppliers and any other members of the project team may be required to attend.

END OF DOCUMENT

DOCUMENT 01 33 00

**SUBMITTAL PROCEDURES**

**PART 1 - GENERAL**

**1.01 RELATED DOCUMENTS AND PROVISIONS:**

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Contractor's Submittals and Schedules, Drawings and Specifications.

**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.

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- 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 and/or its representative.
  - (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, Product Data and Samples which 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.

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- (9) Upon demand by County and/or its representative, Contractor shall submit samples of materials and/or articles for tests or examinations and consideration before Contractor incorporates same in Work. Contractor shall be solely responsible for delays due to sample(s) not being submitted in time to allow for tests. Acceptance or rejection will be expressed in writing. Work shall be equal to approved samples in every respect. Samples that are of value after testing will remain the property of Contractor.

**C. Submittal Schedule:**

- (1) Contractor shall prepare its proposed submittal schedule that is coordinated with its proposed construction schedule and submit both to the County within ten (10) days after the date of the Notice to Proceed. Contractor's proposed schedules shall become the Project Construction Schedule and the Project Submittal Schedule after each is approved by the County.
- (2) Contractor is responsible for all lost time should the initial submittal be rejected, marked "revised and resubmit", etc.
- (3) All Submittals shall be forwarded to the County by the date indicated on the approved Submittal Schedule, unless an earlier date is necessary to maintain the Construction Schedule, in which case those Submittals shall be forwarded to the County so as not to delay the Construction Schedule.

**1.03 SHOP DRAWINGS:**

- A. No Shop Drawings submittals are required for this project.

**1.04 PRODUCT DATA OR NON REPRODUCIBLE SUBMITTALS:**

- A. Contractor shall submit manufacturer's printed literature in original form. Any fading type of reproduction will not be accepted. Contractor must submit a minimum of six (6) each, to the County. County shall return one (1) to the Contractor, who shall reproduce whatever additional copies it requires for distribution.
- B. Contractor shall submit six (6) copies of a complete list of all major items of mechanical, plumbing, and electrical equipment and materials in accordance with the approved Submittal Schedule, except as required earlier to comply with the approved Construction Schedule. Other items specified are to be submitted prior to commencing Work. Contractor shall submit items of like kind at one time in a neat and orderly manner. Partial lists will not be acceptable.



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- 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 its representative's completed written review and approval. Contractor shall furnish materials equal in every respect to approved Samples and execute Work in conformance therewith.

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- G. County's and/or its representative'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 ten (10) days after receipt or within ten (10) 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 ten (10) days after receipt thereof or within ten (10) days after receipt of all related information necessary for such review.

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- 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 ten (10) 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**

SECTION 01 34 00

**SCHEDULES AND REPORTS**

**1. PART 1 - GENERAL**

**1.01 SUMMARY**

- 1.01.1 Scheduling of Work under this Contract shall be performed by Contractor in accordance with requirements of this Section.
- 1.01.2 Development of schedule, cost loading of the schedule, monthly payment requests and project status reporting requirements of the Contract shall employ scheduling as required in this Document.
- 1.01.3 The Schedule shall be cost loaded based on Schedule of Values as approved by the County.
- 1.01.4 Submit schedules and reports as specified in Section 00 72 13 (General Conditions.)
- 1.01.5 Upon Award of Contract, Contractor shall immediately commence development of Initial Schedule to ensure compliance with schedule submittal requirements.
- 1.01.6 Related Sections
  - 1.01.6.1 Section 01 11 00: Summary of Work
  - 1.01.6.2 Section 01 31 19: Project Meetings
  - 1.01.6.3 Section 01 30 00: Submittal Procedures

**1.02 GENERAL**

- 1.02.1 Progress Schedule shall be based on and incorporate milestone and completion dates specified in Contract Documents.
- 1.02.2 Overall time of completion and time of completion for each milestone shown on Progress Schedule shall adhere to times in Section 00 52 13 (Agreement Form – Stipulated Sum) and Section 01 11 00 Summary of Work, unless an earlier (advanced) time of completion is requested by Contractor and agreed to by the County. Any such agreement shall be formalized by a Change Order.
- 1.02.3 The County is not required to accept an earlier (advanced) schedule, i.e., one that shows early completion dates for the Contract Times.
- 1.02.4 Contractor shall not be entitled to extra compensation in event

agreement is reached on an earlier (advanced) schedule and Contractor completes its Work, for whatever reason, beyond completion date shown in earlier (advanced) schedule but within the Contract Times.

- 1.02.5 A schedule showing the work completed in less than the Contract Times, which has been accepted by the County, shall be considered to have Project Float. The Project Float is the time between the scheduled completion of the work and Contract Completion. Project Float is a resource available to both the County and Contractor.
- 1.02.6 Float Ownership: Neither the County nor Contractor owns float. The Project owns the float. As such, liability for delay of the Completion Date rests with the party whose actions, last in time, actually cause delay to the Completion Date.
- 1.02.7 Progress Schedule shall be the basis for evaluating job progress, payment requests, and time extension requests. Responsibility for developing Contract schedule and monitoring actual progress as compared to Progress Schedule rests with Contractor.
- 1.02.8 Failure of Progress Schedule to include any element of the Work or any inaccuracy in Progress Schedule will not relieve Contractor from responsibility for accomplishing the Work in accordance with the Contract. The County's acceptance of Schedule shall be for its use in monitoring and evaluating job progress, payment requests, and time extension requests, and shall not, in any manner, impose a duty of care upon the County, or act to relieve Contractor of its responsibility for means and methods of construction.
- 1.02.9 Transmit each item under form approved by the County.
  - 1.02.9.1 Identify Project with the County Contract number, and name of Contractor.
  - 1.02.9.2 Provide space for Contractor's approval stamp and the County's review stamps.
  - 1.02.9.3 Submittals received from sources other than Contractor will be returned to Contractor without the County's review.

### **1.03 SCHEDULE OF SUBMITTALS**

- 1.03.1 A schedule of submittals , including Shop Drawings, Product Data, and Samples submittals. Once approved by the County 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.

#### **1.04 INITIAL AND ORIGINAL CONSTRUCTION SCHEDULE**

- 1.04.1 Initial Schedule submitted for review at the pre-construction conference shall serve as Contractor's schedule for up to thirty (30) days after the Notice to Proceed.
- 1.04.2 Indicate detailed plan for the Work to be completed in first thirty (30) days of the Contract; details of planned mobilization; sequence of early operations; and procurement of materials and equipment. Show Work beyond thirty (30) days in summary form.
- 1.04.3 Original Construction Schedule shall be submitted for review no later than first progress payment.
- 1.04.4 All schedules shall be time-scaled.
- 1.04.5 All schedules shall be cost loaded. Accepted cost loaded schedule will be used as basis for monthly progress payments. Use of Initial Schedule for progress payments shall not exceed thirty (30) days. Cost loaded schedule shall provide for the following:
  - 1.04.5.1 Mobilization and layout combined to equal no more than 1%;
  - 1.04.5.2 Submittals, samples and shop drawings combined to equal not more than 3%;
  - 1.04.5.3 Bonds and insurance combined to equal not more than 2%;
  - 1.04.5.4 Closeout documentation shall have a value of not less than 5%.
- 1.04.6 The County and Contractor shall meet to review and discuss the Schedules within ten (10) working days after it has been submitted to the County.
  - 1.04.6.1 The County's review and comment on the schedule shall be limited to Contract conformance (with sequencing, coordination, and milestone requirements).

1.04.6.2 Contractor shall make corrections to Schedule necessary to comply with Contract requirements and shall adjust Schedule to incorporate any missing information requested by the County. Contractor shall resubmit Initial Schedule if requested by the County.

1.04.7 If Contractor is of the opinion that any of the Work included on its Schedule has been impacted, Contractor shall submit to the County schedule fragnet and narrative in accordance with Article 1.08 of this Section. The fragnet shall be based on the most current update of the Initial Schedule.

## **1.05 CONSTRUCTION SCHEDULE FORMAT AND LEVEL OF DETAIL**

1.05.1 The Construction Schedule is to indicate all separate fabrication and field construction activities required for completion of the work, including but not limited to the following:

1.05.1.1 All Contractor, Subcontractor and assigned Contractor work shall be shown in a logical work sequence that demonstrates a coordinated plan of work for all contractors.

1.05.1.2 Activities related to the delivery of the County-furnished equipment to be contractor-installed per Contract shall be shown.

1.05.1.3 All activities shall be identified through codes or other identification to indicate the building (i.e. buildings, sitework), area (i.e. first floor, second floor, exterior, etc.), CSI Division and Contractor/subcontractor responsibility to which they pertain.

1.05.1.4 Schedule must show logic dependencies (or relationships) and logic ties between activities. Open ended activities will not be permitted.

1.05.1.5 Contractor shall break up the work schedule into activities of durations of no more than fourteen (14) calendar days each, except for non-field construction activities as deemed acceptable by the County.

- 1.05.1.6 No more than fifteen percent (15%) of the schedule activities are to be considered critical or near critical (having three (3) days of float or less).
- 1.05.1.7 A tabular report must be forwarded with each schedule update. Format of tabular report to be as requested by the County and to be generated by the scheduling software.
- 1.05.2 Seasonal weather shall be considered in the planning and scheduling of all work influenced by high or low ambient temperatures or presence of high moisture for the completion of the work within the allotted contract time.
- 1.05.3 In conformance with the Contract Documents, Contractor shall furnish a breakdown of the bid by assigning dollar values (cost estimated) to each applicable network activity, which cumulatively equals the bid. Upon acceptance by the County, the values will be used as the basis for determining progress payments. Contractor's overhead, profit, and cost of bonds and insurance, shall be prorated through all activities.
- 1.05.4 Failure by Contractor to include any element of work required for performance of the work on the detailed construction schedule shall not excuse Contractor from completing all work required within the Contract time.
- 1.05.5 A four week "short interval" detailed daily bar chart schedule shall be updated and issued weekly. This schedule is to include work performed during the previous week, work to be performed during the current week and work to be performed in the next two weeks.
- 1.05.6 Contractor **shall** utilize the current version of PRIMAVERA or Microsoft Project for all scheduling including schedule updates. Contractor shall supply computer data files for all schedules including the original schedule and monthly schedule updates.

## **1.06 MONTHLY SCHEDULE UPDATE SUBMITTALS**

- 1.06.1 Following acceptance of Contractor's Original Construction Schedule, Contractor shall monitor progress of Work and adjust



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schedule each month to reflect actual progress and any anticipated changes to planned activities.

- 1.06.1.1 Each schedule update submitted shall be complete, including all information requested for the Initial Schedule submittal.
- 1.06.1.2 Each update shall continue to show all work activities including those already completed. These completed activities shall accurately reflect "as built" information by indicating when activities were actually started and completed.
- 1.06.2 A meeting will be held on approximately the twentieth of each month to review the schedule update submittal and progress payment application.
  - 1.06.2.1 At this meeting, at a minimum, the following items will be reviewed: Percent complete of each activity; Time impact evaluations for Change Orders and Time Extension Request; actual and anticipated activity sequence changes; actual and anticipated duration changes; and actual and anticipated contractor delays.
  - 1.06.2.2 These meetings are considered a critical component of overall monthly schedule update submittal and Contractor shall have appropriate personnel attend. At a minimum, these meetings shall be attended by Contractor's General Superintendent and Scheduler.
  - 1.06.2.3 Contractor shall plan on the meeting taking no less than **one** hour.
- 1.06.3 Within seven (7) calendar days after monthly schedule update meeting, Contractor shall submit the updated Schedule update.
- 1.06.4 Within seven (7) calendar days of receipt of above noted revised submittals, the County will either accept or reject monthly schedule update submittal.
  - 1.06.4.1 If accepted, percent complete shown in monthly update will be basis for Application for Payment by Contractor. The schedule update shall be submitted as part of Contractor's Application for Payment.
  - 1.06.4.2 If rejected, update shall be corrected and

resubmitted by Contractor before the Application for Payment is submitted.

- 1.06.5 Updating, changing or revising of any report, curve, schedule or narrative submitted to the County by Contractor under this Contract, nor the County's review or acceptance of any such report, curve, schedule or narrative shall not have the effect of amending or modifying, in any way, the Contract Completion date or milestone dates or of modifying or limiting, in any way, Contractor's obligations under this Contract.

## **1.07 SCHEDULE REVISIONS**

- 1.07.1 Updating the Schedule to reflect actual progress shall not be considered revisions to the Schedule. Since scheduling is a dynamic process, revisions to activity durations and sequences are expected on a monthly basis.
- 1.07.2 To reflect revisions to the schedule, Contractor shall provide the County with a written narrative with a full description and reasons for each Work activity revised. For revisions affecting the sequence of work, Contractor shall provide a schedule diagram which compares the original sequence to the revised sequence of work. Contractor shall provide the written narrative and schedule diagram for revisions two (2) working days in advance of the monthly schedule update meeting.
- 1.07.3 Schedule revisions shall not be incorporated into any schedule update until the revisions have been reviewed by the County. The County may request further information and justification for schedule revisions and Contractor shall, within three (3) days, provide the County with a complete written narrative response to the County's request.
- 1.07.4 If Contractor's revision is still not accepted by the County, and Contractor disagrees with the County's position, Contractor has seven (7) days from receipt of the County's letter rejecting the revision, to provide a written narrative providing full justification and explanation for the revision. Contractor's failure to respond in writing within seven (7) days of the County's written rejection of a schedule revision shall be contractually interpreted as acceptance of the County's position, and Contractor waives its rights to subsequently dispute or file a claim regarding the County's

position.

- 1.07.5 At the County's discretion, Contractor can be required to provide subcontractor certifications of performance regarding proposed schedule revisions affecting said subcontractors.

## **1.08 RECOVERY SCHEDULE**

- 1.08.1 If the Schedule Update shows a Completion date fourteen (14) calendar days beyond the Contract Completion date, or individual milestone completion dates, Contractor shall submit to the County the proposed revisions to recover the lost time within seven (7) days. As part of this submittal, Contractor shall provide a written narrative for each revision made to recapture the lost time. If the revisions include sequence changes, Contractor shall provide a schedule diagram comparing the original sequence to the revised sequence of work.
- 1.08.2 The revisions shall not be incorporated into any schedule update until the revisions have been reviewed by the County.
- 1.08.3 If Contractor's revisions are not accepted by the County, the County and Contractor shall follow the revision procedures described in paragraph 1.06 above.

## **1.09 TIME EXTENTION REQUESTS**

- 1.09.1 Should the Contractor, any Subcontractor of any supplier seek an extension of time, the Contractor, subcontractor or supplier shall prepare and submit, within fourteen (14) days from the discovery of impact, a schedule fragnet and narrative describing the delay and the affects to other schedule activities. The schedule fragnet shall show how the delay impacts the current schedule update critical path. Contractor is responsible for requesting time extensions based on the impact to the critical path. The fragnet must be tied to the main sequence of schedule activities to enable the County to evaluate the impact of delays to the scheduled critical path.
- 1.09.2 Where an event for which the County is responsible impacts the projected Completion date, Contractor shall provide a written mitigation plan, including a schedule fragnet, which explains how (e.g., increase crew size, overtime, etc.) the impact can be mitigated. Contractor shall also include a detailed cost breakdown

of the labor, equipment and material Contractor would expend to mitigate the County caused time impact. Contractor shall submit its mitigation plan to the County within fourteen (14) calendar days from the date of discovery of said impact. Contractor is responsible for the cost to prepare the mitigation plan.

- 1.09.3 Contractor shall be required to comply with the requirements of Paragraph 1.08.1 for all types of delays such as, but not limited to, Contractor/Subcontractor delays, adverse weather delays, strikes, procurement delays, fabrication delays, change orders etc.
- 1.09.4 Contractor shall be responsible for all costs associated with the preparation of schedule fragnet and narrative, and the process of incorporating them into the current schedule update. Contractor shall provide the County with four (4) copies of the fragnet and narrative.
- 1.09.5 Once agreement has been reached on the time extension, the Contract Times will be adjusted accordingly. If agreement is not reached, the Contract Times may be extended in an amount the County allows, and Contractor may submit a claim for additional time claimed by contractor.
- 1.09.6 Failure to request time, provides schedule fragnet and narrative, or provide the required mitigation plan will result in Contractor waiving its right to a time extension and cost to mitigate the delay.
- 1.09.7 No time will be granted under this Contract for cumulative effect of changes.
- 1.09.8 The County will not be obligated to consider any time extension request unless requirements of Contract Documents are complied with.
- 1.09.9 Failure of Contractor to perform in accordance with the current schedule update shall not be excused by submittal of time extension requests.

## **1.10 PROJECT STATUS REPORTING**

- 1.10.1 In addition to submittal requirements for scheduling identified in this Section, Contractor shall provide a monthly project status report (i.e., written narrative report) to be submitted in conjunction with each Schedule as specified herein. Status reporting shall be in form specified below.

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1.10.2 Contractor shall prepare monthly written narrative reports of status of Project for submission to the County. Written status reports shall include:

- 1.10.2.1 Status of major Project components (percent complete, amount of time ahead or behind schedule) and an explanation of how Project will be brought back on schedule if delays have occurred.
- 1.10.2.2 Progress made on critical activities indicated on Schedule, inspections and visits by regulatory agencies;
- 1.10.2.3 Explanations for any lack of work on critical path activities planned to be performed during last month.
- 1.10.2.4 Explanations for any schedule changes, including changes to logic or to activity durations.
- 1.10.2.5 List of critical activities scheduled to be performed next month.
- 1.10.2.6 Status of major material and equipment procurement.
- 1.10.2.7 Any delays encountered during reporting period.
- 1.10.2.8 Contractor may include any other information pertinent to status of Project. Contractor shall include additional status information requested by the County at no additional cost.
- 1.10.2.9 Status reports, and the information contained therein, shall not be construed as claims, notice of claims, notice of delay, or requests for changes or compensation.

**PART 2 - PRODUCTS**

Not applicable to this section.

**PART 3 - EXECUTION**

Not applicable to this section.

END OF SECTION

DOCUMENT 01 41 00

**REGULATORY REQUIREMENTS**

**PART 1 - GENERAL**

**1.01 RELATED DOCUMENTS AND PROVISIONS:**

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Obtaining of Permits and Licenses and Work To Comply With All Applicable Regulations;
- B. 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).

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- (3) California Electrical Code (CEC), Part 3, Title 24, CCR; (National Electrical Code and California Amendments).
- (4) California Mechanical Code (CMC), Part 4, Title 24, CCR; (Uniform Mechanical Code and California Amendments).
- (5) California Plumbing Code (CPC), Part 5, Title 24, CCR; (Uniform Plumbing Code and California Amendments).
- (6) California Fire Code (CFC), Part 9, Title 24, CCR; (Fire Plumbing Code and California Amendments).
- (7) California Referenced Standards Code, Part 12, Title 24, CCR
- (8) Title 19, CCR, Public Safety, State Fire Marshal Regulations.
- (9) Partial List of Applicable NFPA Standards:
  - (a) NFPA 13 - Automatic Sprinkler System.
  - (b) NFPA 14 - Standpipes Systems.
  - (c) NFPA 17A - Wet Chemical System
  - (d) NFPA 24 - Private Fire Mains.
  - (e) (California Amended) NFPA 72 - National Fire Alarm Codes.
  - (f) NFPA 253 - Critical Radiant Flux of Floor Covering System.
  - (g) FPA 2001 - Clean Agent Fire Extinguishing Systems.

**END OF DOCUMENT**

**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.

**1.02 DOCUMENT INCLUDES:**

- A. Abbreviations used throughout the Contract Documents.
- B. Reference to a technical society, organization, or body is by abbreviation, as follows:

1.	AA	Aluminum Association
2.	AAMA	Architectural Aluminum Manufacturers Association
3.	AASHTO	American Association of State Highway and Transportation Officials
4.	ABPA	Acoustical and Board Products Association
5.	ACI	American Concrete Institute
6.	AGA	American Gas Association
7.	AGC	Associated General Contractors
8.	AHC	Architectural Hardware Consultant
9.	AI	Asphalt Institute
10.	AIA	American Institute of Architects
11.	AIEE	American Institute of Electrical Engineers
12.	AISC	American Institute of Steel Construction
13.	AISI	American Iron and Steel Institute
14.	AMCA	Air Moving and Conditioning Association
15.	ANSI	American National Standards Institute
16.	APA	American Plywood Association
17.	ARI	Air Conditioning and Refrigeration Institute
18.	ASHRAE	American Society of Heating, Refrigeration and Air Conditioning Engineers
19.	ASME	American Society of Mechanical Engineers
20.	ASSE	American Society of Structural Engineers



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21.	ASTM	American Society of Testing and Materials
22.	AWPB	American Wood Preservers Bureau
23.	AWPI	American Wood preservers Institute
24.	AWS	American Welding Society
25.	AWSC	American Welding Society Code
26.	AWI	Architectural Woodwork Institute
27.	AWWA	American Water Works Association
28.	BIA	Brick Institute of America
29.	CCR	California Code of Regulations
30.	CLFMI	Chain Link Fence Manufacturers Institute
31.	CMG	California Masonry Guild
32.	CRA	California Redwood Association
33.	CRSI	Concrete Reinforcing Steel Institute
34.	CS	Commercial Standards
35.	CSI	Construction Specifications Institute
36.	CTI	Cooling Tower Institute
37.	FGMA	Flat Glass Manufacturer's Association
38.	FIA	Factory Insurance Association
39.	FM	Factory Mutual
40.	FS	Federal Specification
41.	FTI	Facing Title Institute
42.	GA	Gypsum Association
43.	ICBO	International Conference of Building Officials
44.	IEEE	Institute of Electrical and Electronic Engineers
45.	IES	Illumination Engineering Society
46.	LIA	Lead Industries Association
47.	MIA	Marble Institute of America
48.	MLMA	Metal Lath Manufacturers Association
49.	MS	Military Specifications
50.	NAAMM	National Association of Architectural Metal Manufacturers
51.	NBHA	National Builders Hardware Association
52.	NBFU	National Board of Fire Underwriters
53.	NBS	National Bureau of Standards
54.	NCMA	National Concrete Masonry Association
55.	NEC	National Electrical Code
56.	NEMA	National Electrical Manufacturers Association
57.	NFPA	National Fire Protection Association/National Forest Products Association
58.	NMWIA	National Mineral Wool Insulation Association
59.	NTMA	National Terrazzo and Mosaic Association
60.	NWMA	National Woodwork Manufacturer's Association
61.	ORS	Office of Regulatory Services (California)

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62.	OSHA	Occupational Safety and Health Act
63.	PCI	Precast Concrete Institute
64.	PCA	Portland Cement Association
65.	PDCA	Painting and Decorating Contractors of America
66.	PDI	Plumbing Drainage Institute
67.	PEI	Porcelain Enamel Institute
68.	PG&E	Pacific Gas & Electric Company
69.	PS	Product Standards
70.	SDI	Steel Door Institute; Steel Deck Institute
71.	SJI	Steel Joist Institute
72.	SSPC	Steel Structures Painting Council
73.	TCA	Tile Council of America
74.	TPI	Truss Plate Institute
75.	UBC	Uniform Building Code
76.	UL	Underwriters Laboratories Code
77.	UMC	Uniform Mechanical Code
78.	USDA	United States Department of Agriculture
79.	VI	Vermiculite Institute
80.	WCLA	West Coast Lumberman's Association
81.	WCLB	West Coast Lumber Bureau
82.	WEUSER	Western Electric Utilities Service Engineering Requirements
83.	WIC	Woodwork Institute of California
84.	WPOA	Western Plumbing Officials 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.

**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 its representative 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.

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**1.03 SCHEDULE OF REFERENCES:**

**The following information is intended only for the general assistance of the Contractor, and the County does not represent that all of the information is current. It is the Contractor's responsibility to verify the correct information for each of the entities listed.**

AA	Aluminum Association 900 19 <sup>th</sup> Street NW, Suite 300 Washington, DC 20006 <a href="http://www.aluminum.org">www.aluminum.org</a>	202/862-5100
AABC	Associated Air Balance Council 1518 K Street, NW, Suite 503 Washington, DC 20005 <a href="http://www.aabchq.com">www.aabchq.com</a>	202/737-0202
AAMA	American Architectural Manufacturers Association 1827 Walden Office Sq., Suite 104 Schaumburg, IL 60173-4268 <a href="http://www.aamanet.org">www.aamanet.org</a>	847/303-5664
AASHTO	American Association of State Highway and Transportation Officials 444 North Capitol Street, Suite 249 Washington, DC 20001 <a href="http://www.aashto.org">www.aashto.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
ACI	American Concrete Institute P.O. Box 9094 Farmington Hills, MI 48333-9094 <a href="http://www.aci-int.org">www.aci-int.org</a>	248/848-3700
ACPA	American Concrete Pipe Association 222 West Las Colinas Blvd., Suite 641 Irving, TX 75039-5423	972/506-7216

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[www.concrete-pipe.org](http://www.concrete-pipe.org)

ADC	Air Diffusion Council 11 South LaSalle St., Suite 1400 Chicago, IL 60603	312/201-0101
AFPA	American Forest and Paper Association 1111 19th St., NW, Suite 800 Washington, DC 20036	202/463-2700
AGA	American Gas Association 1515 Wilson Blvd. Arlington VA 22209 <a href="http://www.aga.com">www.aga.com</a>	703/841-8400
AHA	American Hardboard Association 1210 W. Northwest Hwy Palatine, IL 60067-1897	847/934-8800
AI	Asphalt Institute Research Park Drive P.O. Box 14052 Lexington, KY 40512-4052 <a href="http://www.asphaltinstitute.org">www.asphaltinstitute.org</a>	606/288-4960
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>	202/626-7300
AISC	American Institute of Steel Construction One East Wacker Drive, Suite 3100 Chicago, IL 60601-2001	800/644-2400
AITC	American Institute of Timber Construction 7012 S. Revere Pkwy., Suite 140 Englewood, CO 80112 <a href="http://www.aitc-glulam.org">www.aitc-glulam.org</a>	303/792-9559
ALCA	Associated Landscape Contractors of America 12200 Sunrise Valley Drive, Suite 150 Reston, VA 20191 <a href="http://www.alca.org">www.alca.org</a>	703/620-6363

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ALI	Associated Laboratories, Inc. P.O. Box 152837 1323 Wall St. Dallas, TX 75315	214/565-0593
ALSC	American Lumber Standards Committee P.O. Box 210 Germantown, MD 20875	301/972-1700
AMCA	Air Movement and Control Association International, Inc. 30 W. University Drive Arlington Heights, IL 60004-1893 <a href="http://www.amca.org">www.amca.org</a>	847/394-0150
ANLA	American Nursery and Landscape Association 1250 Eye Street, NW, Suite 500 Washington, DC 20005	202/789-2900
ANSI	American National Standards Institute 11 West 42nd Street, 13th Floor New York, NY 10036-8002 <a href="http://www.ansi.org">www.ansi.org</a>	212/642-4900
APA	APA-The Engineered Wood Association P.O. Box 11700 Tacoma, WA 98411-0700 <a href="http://www.apawood.org">www.apawood.org</a>	206/565-6600
APA	Architectural Precast Association P.O. Box 08669 Fort Myers, FL 33908-0669	941/454-6989
ARI	Air Conditioning and Refrigeration Institute 4301 Fairfax Drive, Suite 425 Arlington, VA 22203 <a href="http://www.ari.org">www.ari.org</a>	703/524-8800
ARMA	Asphalt Roofing Manufacturers Association Center Park 4041 Powder Mill Road, Suite 404 Calverton, MD 20705	301/231-9050

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ASA	Acoustical Society of America 500 Sunnyside Blvd. Woodbury, NY 11797	516/576-2360
ASCE	American Society of Civil Engineers- World Headquarters 1801 Alexander Bell Drive Reston, VA 20190-4400 <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 1791 Tullie Circle, NE Atlanta, GA 30329-2305 <a href="http://www.ashrae.org">www.ashrae.org</a>	800/527-4723 404/636-8400
ASLA	American Society of Landscape Architects 4401 Connecticut Ave., NW, 5th Floor Washington, DC 20008-2369 <a href="http://www.asla.org">www.asla.org</a>	202/686-2752
ASME	American Society of Mechanical Engineers 345 East 47 <sup>th</sup> Street New York, NY 10017-2392 <a href="http://www.asme.org">www.asme.org</a>	800/434-2763
ASPE	American Society of Plumbing Engineers 3617 Thousand Oaks Blvd., Suite 210 Westlake, CA 91362-3649	805/495-7120
ASQC	American Society for Quality Control 611 E. Wisconsin Avenue Milwaukee, WI 53201-3005 <a href="http://www.asqc.org">www.asqc.org</a>	800/248-1946 414/272-8575
ASSE	American Society of Sanitary Engineering 28901 Clemens Road Westlake, OH 44145 <a href="http://www.asse-plumbing.org">www.asse-plumbing.org</a>	216/835-3040

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ASTM	American Society for Testing and Materials 100 Barr Harbor Drive West Conshohocken, PA 19428-2959 <a href="http://www.astm.org">www.astm.org</a>	610/832-9500
AWCI	Association of the Wall and Ceiling Industries--International 307 E. Annandale Road, Suite 200 Falls Church, VA 22042-2433 <a href="http://www.awci.org">www.awci.org</a>	703/534-8300
AWPA	American Wood-Preservers' Association 3246 Fall Creek Highway, Suite 1900 Granbury, TX 76049-7979	817/326-6300
AWS	American Welding Society 550 NW LeJeune Road Miami, FL 33126 <a href="http://www.amweld.org">www.amweld.org</a>	800/443-9373 305/443-9353
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
BHMA	Builders' Hardware Manufacturers Association 355 Lexington Avenue, 17th Floor New York, NY 10017-6603	212/661-4261
CBM	Certified Ballast Manufacturers Association 1422 Euclid Avenue, Suite 402 Cleveland, OH 44115-2094	216/241-0711
CGA	Compressed Gas Association 1725 Jefferson Davis Hwy, Suite 1004 Arlington, VA 22202-4102 <a href="http://www.cganet.com">www.cganet.com</a>	703/412-0900
CISCA	Ceilings & Interior Systems Construction Association 1500 Lincoln Hwy, Suite 202 St. Charles, IL 60174 <a href="http://www.cisca.org">www.cisca.org</a>	630/584-1919



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CISPI	Cast Iron Soil Pipe Institute 5959 Shallowford Road, Suite 419 Chattanooga, TN 37421	423/892-0137
CPSC	Consumer Product Safety Commission East West Towers 4330 East-West Hwy. Bethesda, MD 20814	800/638-2772
CPPA	Corrugated Polyethylene Pipe Association 432 N. Superior Street Toledo, OH 43604	800/510-2772 419/241-2221
CRA	California Redwood Association 405 Enfrente Drive, Suite 200 Novato, CA 94949	415/382-0662
CRI	Carpet and Rug Institute 310 S. Holiday Avenue Dalton, GA 30722-2048 <a href="http://www.carpet-rug.com">www.carpet-rug.com</a>	800/882-8846 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
CTI	Ceramic Tile Institute of America 12061 W. Jefferson Blvd. Culver City, CA 90230-6219	310/574-7800
DHI	Door and Hardware Institute 14170 Newbrook Drive Chantilly, VA 20151-2223 <a href="http://www.dhi.org">www.dhi.org</a>	703/222-2010
DIPRA	Ductile Iron Pipe Research Association 245 Riverchase Pkwy East, Suite O Birmingham, AL 35244	205/988-9870
DOC	Department of Commerce	202/482-2000

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14<sup>th</sup> Street and Constitution Avenue, NW  
Washington, DC 20230

DOT	Department of Transportation 400 Seventh Street, SW Washington, DC 20590	202/366-4000
EJMA	Expansion Joint Manufacturers Association 25 N. Broadway Tarrytown, NY 10591-3201	914/332-0040
EPA	Environmental Protection Agency 401 M Street, SW Washington, DC 20460	202/260-2090
FCICA	Floor Covering Installation Contractors Association P.O. Box 948 Dalton, GA 30722-0948	706/226-5488
FM	Factory Mutual 1151 Boston-Providence Turnpike P.O. Box 9102 Norwood, MA 02062-9102 <a href="http://www.factorymutual.com">www.factorymutual.com</a>	781/255-4300
FS	Federal Specifications Unit (Available from GSA) 470 East L'Enfant Plaza, SW, Suite 8100 Washington, DC 20407	202/619-8925
GA	Gypsum Association 810 First Street NE, Suite 510 Washington, DC 20002 <a href="http://www.usg.com">www.usg.com</a>	202/289-5440
GANA	Glass Association of North America 3310 SW Harrison Street Topeka, KS 66611-2279 <a href="http://www.glasswebsite.com/gana">www.glasswebsite.com/gana</a>	913/266-7013
HMA	Hardwood Manufacturers Association 400 Penn Center Blvd., Suite 530	412/828-0770

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Pittsburgh, PA 15235-5605

[www.hardwood.org](http://www.hardwood.org)

HPVA	Hardwood Plywood and Veneer Association 1825 Michael Farraday Drive P.O. Box 2789 Reston, VA 22195-0789 <a href="http://www.hpva.org">www.hpva.org</a>	703/435-2900
IEEE	Institute of Electrical and Electronic Engineers 345 E. 47 <sup>th</sup> Street New York, NY 10017-2394 <a href="http://www.ieee.org">www.ieee.org</a>	800/678-4333 212/705-7900
IESNA	Illuminating Engineering Society of North America 120 Wall Street, 17th Floor New York, NY 10005-4001 <a href="http://www.iesna.org">www.iesna.org</a>	212/248-5000
ITS	Intertek Testing Services P.O. Box 2040607/753-6711 3933 US Route 11 Cortland, NY 13045-7902 <a href="http://www.itsglobal.com">www.itsglobal.com</a>	800/345-3851
LMA	Laminating Materials Association 116 Lawrence Street Hillsdale, NJ 07642-2730 <a href="http://www.lma.org">www.lma.org</a>	201/664-2700
MCAA	Mechanical Contractors Association of America 1385 Piccard Drive Rockville, MD 20850-4329	301/869-5800
ML/SFA	Metal Lath/Steel Framing Association (A Division of the NAAMM) 8 South Michigan Avenue, Suite 1000 Chicago, IL 60603	312/456-5590
MSS	Manufacturers Standardization Society for the Valve and Fittings Industry 127 Park Street, NE Vienna, VA 22180-4602	703/281-6613

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NAA	National Arborist Association P.O. Box 1094603/673-3311 Amherst, NH 03031-1094 <a href="http://www.natlarb.com">www.natlarb.com</a>	800/733-2622
NAAMM	National Association of Architectural Metal Manufacturers 8 South Michigan Avenue, Suite 1000 Chicago, IL 60603 <a href="http://www.gss.net/naamm">www.gss.net/naamm</a>	312/782-5590
NAIMA	North American Insulation Manufacturers Association 44 Canal Center Plaza, Suite 310 Alexandria, VA 22314 <a href="http://www.naima.org">www.naima.org</a>	703/684-0084
NAPA	National Asphalt Pavement Association NAPA Building 5100 Forbes Blvd. Lanham, MD 20706-4413	301/731-4748
NCSPA	National Corrugated Steel Pipe Association 1255 23rd Street, NW, Suite 850 Washington, DC 20037 <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	301/977-3698
NECA	National Electrical Contractors Association 3 Bethesda Metro Center, Suite 1100 Bethesda, MD 20814-5372	301/657-3110
NEI	National Elevator Industry 185 Bridge Plaza North, Suite 310 Fort Lee, NJ 07024	201/944-3211
NEMA	National Electrical Manufacturers' Association 1300 N. 17 <sup>th</sup> Street, Suite 1847 Rosslyn, VA 22209	703/841-3200

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NFPA	National Fire Protection Association One Batterymarch Park P.O. Box 9101 Quincy, MA 02269-9101 <a href="http://www.nfpa.org">www.nfpa.org</a>	800/344-3555 617/770-3000
NHLA	National Hardwood Lumber Association P.O. Box 34518 Memphis, TN 38184-0518 <a href="http://www.natlhardwood.org">www.natlhardwood.org</a>	901/377-1818
NIA	National Insulation Association 99 Canal Center Plaza, Suite 222 Alexandria, VA 22314 <a href="http://www.insulation.org">www.insulation.org</a>	703/683-6422
NPA	National Particleboard Association 18928 Premiere Court Gaithersburg, MD 20879-1569 <a href="http://www.pbmdf.com">www.pbmdf.com</a>	301/670-0604
NPCA	National Paint and Coatings Association 1500 Rhode Island Avenue, NW Washington, DC 20005-5597 <a href="http://www.paint.org">www.paint.org</a>	202/462-6272
NRCA	National Roofing Contractors Association O'Hare International Center 10255 W. Higgins Road, Suite 600 Rosemont, IL 60018-5607 <a href="http://www.roofonline.org">www.roofonline.org</a>	800/323-9545
NRMCA	National Ready Mixed Concrete Association 900 Spring Street Silver Spring, MD 20910 <a href="http://www.nrmca.org">www.nrmca.org</a>	301/587-1400
NSF	NSF International P.O. Box 130140 Ann Arbor, MI 48113-0140 <a href="http://www.nsf.org">www.nsf.org</a>	313/769-8010

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NUSIG	National Uniform Seismic Installation Guidelines 12 Lahoma Court Alamo, CA 94526	510/946-0135
NWWDA	National Wood Window and Door Association 1400 E. Touhy Avenue, G-54 Des Plaines, IL 60018 <a href="http://www.nwwda.org">www.nwwda.org</a>	800/223-2301 847/299-5200
SHA	Occupational Safety and Health Administration (U.S. Department of Labor) 200 Constitution Ave., NW Washington, DC 20210	202/219-8148
PCA	Portland Cement Association 5420 Old Orchard Road Skokie, IL 60077-1083 <a href="http://www.portcement.org">www.portcement.org</a>	847/966-6200
PDCA	Painting and Decorating Contractors of America 3913 Old Lee Hwy, Suite 33-B Fairfax, VA 22030 <a href="http://www.pdca.com">www.pdca.com</a>	800/332-7322 703/359-0826
PDI	Plumbing and Drainage Institute 45 Bristol Drive, Suite 101 South Easton, MA 02375	800/589-8956 508/230-3516
RFCI	Resilient Floor Covering Institute 966 Hungerford Drive, Suite 12-B Rockville, MD 20805-1714	301/340-8580
RIS	Redwood Inspection Service c/o California Redwood Association 405 Enfrente Drive, Suite 200 Novato, CA 94949-7206	415/382-0662
SDI	Steel Deck Institute P.O. Box 25 Fox River Grove, IL 60012 <a href="http://www.sdi.org">www.sdi.org</a>	847/462-1930

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SDI	Steel Door Institute 30200 Detroit Road Cleveland, OH 44145-1967	216/889-0010
SMA	Stucco Manufacturers Association 14006 Ventura Blvd. Sherman Oaks, CA 91403	213/789-8733
SMACNA	Sheet Metal and Airconditioning Contractors National Association, Inc. P.O. Box 221230 Chantilly, VA 20151-1209 <a href="http://www.smacna.org">www.smacna.org</a>	703/803-2980
SPI	Society of the Plastics Industry, Inc. Spray Polyurethane Division 202/974-5200 1801 K Street, NW, Suite 600K Washington, DC 20006 <a href="http://www.socplas.org">www.socplas.org</a>	800/951-2001
SSPC	Steel Structures Painting Council 40 24th Street, 6th Floor Pittsburgh, PA 15222-4643	412/281-2331
TCA	Tile Council of America 100 Clemson Research Blvd. Anderson, SC 29625	864/646-8453
TPI	Turfgrass Producers International 1855-A Hicks Road Rolling Meadows, IL 60008	800/405-8873 847/705-9898
UL	Underwriters Laboratories, Inc. 333 Pfingston Road 847/272-8800 Northbrook, IL 60062 <a href="http://www.ul.com">www.ul.com</a>	800/704-4050
UNI	Uni-Bell PVC Pipe Association 2655 Villa Creek Drive, Suite 155 Dallas, TX 75234 <a href="http://www.members.aol.com/unibell1">www.members.aol.com/unibell1</a>	972/243-3902

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USDA	U.S. Department of Agriculture 14th St. and Independence Ave., SW Washington, DC 20250	202/720-8732
WA	Wallcoverings Association 401 N. Michigan Avenue Chicago, IL 60611-4267	312/644-6610
WCLIB	West Coast Lumber Inspection Bureau P.O. Box 23145 Portland, OR 97281-3145	503/639-0651
WCMA	Window Covering Manufacturers Association 355 Lexington Ave., 17th Floor New York, NY 10017-6603	212/661-4261
WIC	Woodwork Institute of California P.O. Box 980247 West Sacramento, CA 95798-0247	916/372-9943
WLPDIA	Western Lath/Plaster/Drywall Industries Association 8635 Navajo Road San Diego, CA 92119	619/466-9070
WMMPA	Wood Moulding & Millwork Producers Association 507 First Street Woodland, CA 95695 <a href="http://www.wmmpa.com">www.wmmpa.com</a>	800/550-7889 916/661-9591
WRI	Wire Reinforcement Institute 203 Loudoun Street, SW Leesburg, VA 20175-2718	703/779-2339
WWPA	Western Wood Products Association Yeon Building 522 S.W. 5th Avenue Portland, OR 97204-2122	503/224-3930

**END OF DOCUMENT**



**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.

**1.02 MATERIAL AND EQUIPMENT**

- A. Only items approved by the County 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 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 in writing to the County 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 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.

- C. 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.
- D. 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.
- E. Contractor may store materials on Site with prior written approval by the County, and 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 the County.
- F. 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 a shop or storeroom space shall be subject to prior written approval by County.

## **PART 2 - PRODUCTS**

### **2.01 MANUFACTURERS**

- A. Manufacturers listed in the Contract Documents are names of those manufacturers that are believed to be capable of supplying the 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, 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

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proposed to be incorporated into Work of Contract listing name and address of vendor, manufacturer, or producer, and trade or brand names of those materials, and data substantiating compliance with standard specifications.

**PART 3 - EXECUTION**

**3.01 WORKMANSHIP**

- A. Where not more specifically described in any other Contract Documents, workmanship shall conform to methods and operations of best standards and accepted practices of trade or trades involved and shall include items of fabrication, construction, or installation regularly furnished or required for completion (including finish and for successful operation, as intended).
- B. Work shall be executed by tradespersons skilled in their respective lines of Work. When completed, parts shall have been durably and substantially built and present a neat appearance.

**3.02 COORDINATION**

- A. Contractor shall coordinate installation of Work so as to not interfere with installation of others. Adjustment or rework because of Contractor's failure to coordinate will be at no additional cost to County.
- B. Contractor shall examine in-place work for readiness, completeness, fitness to be concealed or to receive other work, and in compliance with Contract Documents. Concealing or covering Work constitutes acceptance of additional cost which may result in 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 in writing, and shall not proceed until interpretation or clarification has been issued by the County.

END OF DOCUMENT

DOCUMENT 01 45 00

**QUALITY CONTROL**

**PART 1 - GENERAL**

**1.01 RELATED DOCUMENTS AND PROVISIONS:**

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Inspections and Tests, Uncovering of Work and Non-conforming of Work and Correction of Work.

**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/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.

**1.04 TESTING AGENCIES:**

- A. Testing agencies and tests shall be in conformance with the General Documents and the Project Specifications.

**1.05 TESTS AND INSPECTIONS:**

- A. The Contractor shall be responsible for notifying the County of all required tests and inspections. Contractor shall notify the County 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:

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- (1) Additional tests directed by the County that establish that materials and installation comply with the Contract Documents.
- D. The County may at its discretion, pay and back charge the Contractor for:
  - (1) Retests or re-inspections, if required, and tests or inspections required due to Contractor error or lack of required identifications of material.
  - (2) Uncovering of work in accordance with Contract Documents.
  - (3) Testing done on weekends, holidays, and overtime will be chargeable to the Contractor for the overtime portion.
  - (4) Testing done off Site.
- E. Testing and inspection reports and certifications:
  - (1) If initially received by Contractor, Contractor shall provide to each of the following a copy of the agency or laboratory report of each test or inspection or certification.
    - a. The County;
    - b. The Construction Manager;
    - c. The Contractor.

**END OF DOCUMENT**

DOCUMENT 01 65 00

**DELIVERY, STORAGE AND HANDLING**

**PART 1 - GENERAL**

**1.01 RELATED DOCUMENTS AND PROVISIONS**

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Site Access, Conditions and Requirements.

**1.02 PRODUCTS**

- A. Products are as defined in the General Conditions and in the Project Specifications.
- B. Contractor shall not use and/or reuse materials and/or equipment removed from existing Premises, except as specifically permitted by the Contract Documents.

**1.03 TRANSPORTATION AND HANDLING**

- A. Contractor shall transport and handle Products in accordance with manufacturer's instructions.
- B. Contractor shall promptly inspect shipments to confirm that Products comply with requirements, quantities are correct, and products are undamaged.
- C. Contractor shall provide equipment and personnel to handle Products by methods to prevent soiling, disfigurement, or damage.

**1.04 STORAGE AND PROTECTION**

- A. Contractor shall store and protect Products in accordance with manufacturer's instructions, with seals and labels intact and legible. Contractor shall store sensitive products in weather-tight, climate controlled enclosures.
- B. For exterior storage of fabricated Products, Contractor shall place on sloped supports, above ground.
- C. Contractor shall provide off-site storage and protection when Site does not permit on-site storage or protection.

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- D. Contractor shall cover products subject to deterioration with impervious sheet covering and provide ventilation to avoid condensation.
- E. Contractor shall provide equipment and personnel to store Products by methods to prevent soiling, disfigurement, or damage.
- F. Contractor shall arrange storage of Products to permit access for inspection and periodically inspect to assure Products are undamaged and are maintained under specified conditions.

**END OF DOCUMENT**



DOCUMENT 01 73 29

**CUTTING AND PATCHING**

**1. PART 1 – GENERAL**

**1.01 RELATED DOCUMENTS AND PROVISIONS:**

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions;
- B. Hazardous Materials Certification;
- C. Hazardous Materials Procedures and Requirements.

**1.02 CUTTING AND PATCHING:**

- A. Contractor shall be responsible for all cutting, fitting, and patching, required to complete the Work or to:
  - (1) Make several parts fit together properly.
  - (2) Remove and replace Work not conforming to requirements of Contract Documents.
  - (3) Provide routine penetrations of non-structural surfaces for installation of mounting brackets.
  - (4) Attach new materials to existing areas.
  - (5) Painting (or other finishes) to match existing conditions will be performed by others/the County.
- 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) Efficiency, operational life, maintenance or safety of operational elements.
  - (4) 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 or alteration.
  - (4) Effects of Work on County, other trades, structural or construction 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 contractors or trades who has Work which will be affected.

**1.04 QUALITY ASSURANCE:**

- A. Contractor shall ensure that cutting, fitting, and patching shall achieve security, strength, 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. 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.

#### **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.

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- (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**

DOCUMENT 01 76 00

**PROTECTING INSTALLED CONSTRUCTION**

**PART 1 – GENERAL**

**1.01 RELATED DOCUMENTS AND PROVISIONS:**

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions;

**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 areas are ready for installation of new Work.

**3.02 PREPARATION:**

- A. After approval by County, Contractor shall cut, move, or remove items as necessary for access to the Work. Contractor shall replace and restore these items at completion.

**3.03 INSTALLATION:**

- A. Contractor shall coordinate all Work with County to expedite completion and to accommodate County occupancy.

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- 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 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 for review and approval.

**3.05 ADJUSTMENTS:**

- A. 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 for review and approval.
- B. 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 (Not Used)**

**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.

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- 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



**SECTION 01 77 00**

**CONTRACT CLOSEOUT**

**PART 1 - GENERAL**

**1.01 RELATED DOCUMENTS AND PROVISIONS**

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Completion of Work.

**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 surfaces; remove temporary labels, tape, stains, and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- C. Contractor shall clean equipment and fixtures to a sanitary condition.
- D. Contractor shall remove waste and surplus materials, rubbish from the Site.

**1.04 ADJUSTING**

- A. Contractor shall adjust operating products and equipment to ensure smooth and unhindered operation.
- B. Record Documents: Contractor shall legibly mark each item to record actual construction, including:
  - (1) Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
  - (2) Field changes of dimension and detail.
  - (3) Changes made by modification(s).

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- C. Contractor shall submit all required documents to County 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. 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.
- C. Contractor shall prepare and insert additional data in Operation and Maintenance Manual when need for such data becomes apparent during instruction.
- D. 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.

END OF SECTION

DOCUMENT 01 78 23

**OPERATION AND MAINTENANCE INSTRUCTIONS**

**PART 1 – GENERAL**

**1.01 RELATED DOCUMENTS AND PROVISIONS:**

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Completion of the Work.

**1.02 QUALITY ASSURANCE:**

- A. Contractor shall prepare instructions and data by personnel experienced in maintenance and operation of described products.

**1.03 FORMAT:**

- A. Contractor shall prepare data in the form of an instructional manual entitled “OPERATIONS AND MAINTENANCE MANUAL & INSTRUCTIONS” (“Manual”).
- B. Binders: Contractor shall use commercial quality, 8-1/2 by 11 inch, three-side rings, with durable plastic covers; two inch maximum ring size. When multiple binders are used, Contractor shall correlate data into related consistent groupings.
- C. Cover: Contractor shall identify each binder with typed or printed title "OPERATION AND MAINTENANCE MANUAL & INSTRUCTIONS"; and shall list title of Project and identify subject matter of contents.
- D. Contractor shall arrange content by systems process flow under section numbers and sequence of Table of Contents of the Contract Documents.
- E. Contractor shall provide tabbed fly leaf for each separate product and system, with typed description of product and major component parts of equipment.
- F. Text: The content shall include Manufacturer's printed data, or typewritten data on 24 pound paper.
- G. Drawings: Contractor shall provide with reinforced punched binder tab and shall bind in with text; folding larger drawings to size of text pages.

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**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. Text: The Contractor shall include any and all information as required to supplement product data. Contractor shall provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.
- E. 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. Additional Requirements: Contractor shall include all additional requirements as specified in the Specifications.
- D. Contractor shall provide a listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

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**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. Contractor shall include color coded wiring diagrams as installed.
- C. Operating Procedures: Contractor shall include start-up, break-in, and routine normal operating instructions and sequences. Contractor shall include regulation, control, stopping, shut-down, and emergency instructions. Contractor shall include summer, winter, and any special operating instructions.
- D. Maintenance Requirements: Contractor shall include routine procedures and guide for trouble-shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- E. Contractor shall include manufacturer's printed operation and maintenance instructions.
- F. Contractor shall include sequence of operation by controls manufacturer.
- G. Contractor shall provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- H. Contractor shall provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- I. Additional Requirements: Contractor shall include all additional requirements as specified in Specification(s).
- J. Contractor shall provide a listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

**1.08 SUBMITTAL:**

- A. Contractor shall submit to the County for review two (2) copies of preliminary draft or proposed formats and outlines of the contents of the Manual within thirty (30) days of Contractor's start of Work.
- B. For equipment, or component parts of equipment put into service during construction and to be operated by County, Contractor shall submit draft content

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for that portion of the Manual within ten (10) days after acceptance of that equipment or component.

- C. Contractor shall submit two (2) copies of a complete Manual in final form, two (2) CD's with Manual in final form scanned and copied on each CD prior to final Application for Payment. One (1) copy will be returned with County/Architect/Engineer comments. Contractor must revise the content of the Manual as required by County prior to County's approval of Contractor's final Application for Payment.
- D. Contractor must submit two (2) copies of a revised Manual in final form and two (2) CD's of revised Manual in final form within ten (10) days after receipt of County/Architect/Engineer comments.

**END OF DOCUMENT**

DOCUMENT 01 78 36

**WARRANTIES**

**PART 1 - GENERAL**

**1.01 RELATED DOCUMENTS AND PROVISIONS**

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Warranty/Guarantee Information.

**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.

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- B. Contractor shall verify that documents are in proper form, contain full information, and are notarized, when required.
- C. Contractor shall co-execute submittals when required.
- D. Contractor shall retain warranties until time specified for submittal.

**1.04 TIME OF SUBMITTALS:**

- A. For equipment or component parts of equipment put into service during construction with County's permission, Contractor shall submit a draft warranty for that equipment or component within ten (10) days after acceptance of that equipment or component.
- B. Contractor shall submit for County approval all warranties and related documents within ten (10) days after date of completion. Contractor must revise the warranties as required by the County prior to County's approval of Contractor's final Application for Payment.
- C. For items of work delayed beyond date of completion, provide updated submittal within ten days after acceptance, listing the date of acceptance as start of warranty period.

**END OF DOCUMENT**



DOCUMENT 27 41 17

**INTEGRATED AUDIOVISUAL SYSTEMS**

**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, Document 01 78 23 Operation and Maintenance Instructions and Document 0178 36 Warranties.

**1.02 SUMMARY**

- A. Section includes:

- (1) Provide turnkey audiovisual systems, to include equipment and materials, whether specifically mentioned herein or not, to ensure complete and operating systems.
- (2) Generate submittal information for the complete fabrication, installation, and wiring of the systems. Provide (or subcontract for) onsite installation and wiring, and provide ongoing supervision and coordination during implementation.
- (3) Perform initial adjustment of the systems as herein prescribed and provide test equipment for the system checkout and acceptance tests.
- (4) Provide equipment as specified in the Equipment Schedule.
- (5) Supply and configure all software (including custom software as required) needed to operate the system with the specified functionality.
- (6) Provide on the job training in the operation and maintenance of the systems for personnel designated by the County.
- (7) Provide a two-year warranty for systems installed under this Section.
- (8) Provide all telecommunications patch cables required to connect the systems in this section to the County's voice and data receptacles/network.

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- (9) Coordinate IP assignment, Ethernet connections, and analog circuits with County's representative.
  - (10) Provide adapter plates for existing floor plates as required to terminate AV cabling. See Section 3.09 FLOOR PLATE IMAGE, for photograph image of an existing floor plate.
- B. Existing Conditions
  - (1) Consider pathways (conduits and device back-boxes) dedicated to audiovisual as existing.
  - (2) Consider poke-through devices as existing, type: Wiremold 8AT Series.
  - (3) Consider casework and user furniture as existing.
  - (4) Consider owner LAN and voice system as existing and active.
- C. Unit Prices
  - (1) Submit unit prices, as derived from the quotations in the Schedule of Values, for adjustments to the contract price. Unit prices shall include material, labor, shipping, tax, markups (overhead, profit, job expenses, and bond), labeling, records, and as-built drawing production costs.
- D. Request a copy of the ACT Increment-4 design documents from the County or County's Representative for referencing locations of rooms, pathway, and outlet configurations.

**1.03 REFERENCES**

- A. Perform work in accordance with applicable requirements of governing codes, rules and regulations including the following minimum standards, whether statutory or not:
  - (1) FCC Federal Communications Commission
  - (2) City and other local codes and requirements
  - (3) UL Underwriters Laboratories
  - (4) ASTM American Society for Testing Materials
  - (5) NEMA National Electrical Manufacturers Association

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- (6) ANSI American National Standards Institute
  - (7) ETL Electrical Testing Laboratories
  - (8) SMPTE Society of Motion Picture and Television Engineers
  - (9) EIA Electronic Industries Association
  - (10) ISO International Standards Organization
- B. Install products and systems that comply with the following standards:
- (1) ANSI/InfoComm 3M-2011: Projected Image System Contrast Ratio
  - (2) NFPA 262: Standard Method of Test for Flame Travel and Smoke of Wires and Cables for Use in Air-Handling Spaces
  - (3) UL 1419: Professional use Video and Audio Equipment
  - (4) UL 1492: Audio-Video Products and Accessories
- C. Locate projectors to align with existing projection screens.

**1.04 DEFINITIONS**

- A. The following list of terms used in this specification are defined as follows:
- (1) "A/R" indicates a quantity is As Required.
  - (2) "Custom" indicates systems or components that shall be fabricated by the Contractor based on these specifications and drawings.
  - (3) "Future" indicates equipment that will be added to the systems by the County or County representative at a later date. Provisions shall be made for this equipment.
  - (4) "Or equal" indicates equal in materials, size, color, design, function, efficiency of specified, and conforming with base bid manufacturer/model.
  - (5) "Shall" denotes a mandatory requirement.
  - (6) "Should" denotes an advisory statement.
  - (7) "Will" indicates an informative statement.

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**1.05 SYSTEM DESCRIPTIONS**

- A. Conference Rooms: H-1701, H-2261, H-3823, H4803, H-5703, H-5705, H-6441, H-7441, H-8441, H- 9441, H-6104, H-7104, H-8104, H-9104.
- B. Scope of work per Conference Room:
  - (1) Projectors:
    - a. In each room, provide a projector in a ceiling mount and all required mounting and cabling accessories required for installation.
  - (2) TV Tuners:
    - a. In each room, provide a TV tuner, attached to the top of the projector, and all required mounting and cabling accessories required for installation.
    - b. Coordinate for the provision of a CATV connection at the projector for connection to the tuner.
  - (3) Extension:
    - a. Provide an HDBaseT transmitter in each room's poke thru device.
    - b. Provide a transmitter-specific adaptor face plate.
    - c. Secure the receiver to the projector. Neatly dress all cables.
    - d. Provide the following cables for each included room:
      - 1) One VGA-male to VGA-male with 3.5mm audio
      - 2) One HDMI-male to HDMI-male
      - 3) One Mini-DisplayPort-male to HDMI-male input cable
      - 4) All required receiver-projector output cables

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(4) Control:

- a. Users will control the projectors and tuners exclusively with the remote controls provided with these devices. No other control systems will be required.

**1.06 DELIVERY, STORAGE, AND HANDLING**

A. Delivery

- (1) Deliver products to the site when protected storage space is available.
- (2) Coordinate materials delivery with the installation schedule to minimize storage time at jobsite.
- (3) Deliver materials in manufacturers' original, unopened, undamaged packaging and containers with identification labels (name of the manufacturer, product name and number, type, grade, UL classification, etc.) intact.
- (4) Immediately replace equipment damaged during shipping at no cost to the County, so as not to impact the construction schedule.

B. Storage and Protection: Store materials in spaces consistent with manufacturers' environmental requirements.

C. Handling

- (1) Handle materials and equipment in accordance with manufacturers' requirements.
- (2) Do not install damaged materials and equipment. Replace damaged equipment at no cost to the County.

**1.07 SUBMITTALS**

A. Pre-construction Submittals

- (1) Product Data: Submit product information for components specified herein prior to the purchase and installation of equipment. Indicate, either on a product index sheet or directly on each product's data sheet, where this information is not already provided on the sheet, the manufacturer,

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model/part number, accessories and options selected, color (if applicable), and a brief product description.

- (2) Substitutions: No substitutions are allowed. Brand name products, accessories, and other equipment specified shall be provided. The specified brand name products, accessories and other equipment have been installed and are currently in use on the Highland Hospital Campus, and thus campus standards have been established.
- (3) Written Testing Procedures: Submit written testing procedures for initial systems testing and systems acceptance testing.

**B. Shop Drawing Submittals**

- (1) Prior to Assembly and Installation:
  - a. Provide system functional line drawings for all systems. Include equipment names and model numbers (e.g., "Program Amplifier - Crown CT-400"). Clearly label each item of equipment shown on the drawing with the manufacturer's terminal number or input/output designation (e.g., "Mic 1- In", or "Record Out-Left").
  - b. Provide cable run lists. Clearly show at each terminal point the type of connector to be used. Include typical wiring details of each connector. Note where shields are connected and where they will float to ensure the integrity of the grounding system. Indicate cable types and, where appropriate, color codes. Assign wire numbers and patch bay locations to every wire and patch point in the drawing.
  - c. List equipment to be connected to the building or campus computer network. Provide an Excel spreadsheet listing each piece of equipment.
    - 1) Indicate which equipment, if any requires static addressing.
    - 2) Indicate which equipment requires specific network and/or subnet configuration.
    - 3) Indicate equipment which is likely to generate a high volume of network traffic.
    - 4) Indicate equipment with particular QOS requirements.

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**C. Prior to Acceptance Testing:**

- (1) Submit the Initial Testing and Tuning Report showing procedures and results for tests performed. Provide the names of specific automated tests performed via testing tools or installed AV equipment.
- (2) Provide a list of the test equipment used for these tests.
- (3) Coordinate with Owner to obtain a sample of the laptop computers and other portable devices, including any types of tablets and smartphones used for presentation. Confirm presentation systems are compatible with these devices.

**D. At the Completion of the Installation:**

- (1) Provide written notification to the County when the initial checkout is complete, normal settings are documented, as-built and operational documentation are complete, and systems are available for final acceptance tests. Provide a completed copy of the initial testing report in accordance with Part 3 – EXECUTION. Acceptance testing will follow the submission of the initial testing report.
- (2) Submit equipment manufacturers' operation and maintenance manuals for each piece of equipment.
- (3) System Operation and Maintenance Manual:
  - a. Describe in the "Operation" section, typical procedures necessary to activate each system to provide for the functional requirements as listed under the System Description. Include normal settings for user-operated controls (as established during system check out) in tabular or pictorial form.
  - b. Provide in the "Maintenance" section, a recommended maintenance schedule with reference to the applicable pages in the manufacturer's maintenance manuals. Where inadequate information is provided by the manufacturer, provide the information necessary for proper maintenance.
  - c. Provide a list of necessary and recommended replacement parts for a normal maintenance period of one year.
  - d. Assume the reader of this manual to be technically competent, but unfamiliar with this particular facility.

## **PART 2 - PRODUCTS**

### **2.01 EQUIPMENT SCHEDULE**

- A. Most of the equipment in this list is standard equipment available from a variety of suppliers and manufacturers.
- B. Provide new materials and equipment that meet or exceed the latest published specifications of the manufacturer.
- C. Quantities
  - (1) Determine quantities of items with an asterisk or A/R in the "Qty." column by counting these items in the audiovisual drawings.
- C. At Conference Rooms H-1701, H-2261, H-3823, H4803, H-5703, H-5705, H-6441, H-7441, H-8441, H- 9441, H-6104, H-7104, H-8104, H-9104 provide the following:

<b>Description</b>	<b>Make</b>	<b>Model</b>	<b>Qty./ Rm</b>	<b>Notes</b>
Projector	Mitsubishi	FD730U	1	Not in 5703/5705
Projector	Benq	W1500	1	Only in 5703/5705
Mount for above:				
Unistrut attachment plate	Chief Mfg.	CMA110	1	

<b>Description</b>	<b>Make</b>	<b>Model</b>	<b>Qty.</b>	<b>Notes</b>
Column	Chief Mfg.	CMS-series	1	Length as required
Mount	Chief Mfg.	RSMAUS	1	
Cable Cover	Chief Mfg.	CMA275	1	
Escutcheon	Chief Mfg.	CMA640	1	
VGA/HDMI transmitter	Atlona	AT-HDVS-TX-WP	A/R	
Receiver	Atlona	AT-HDVS-RX	A/R	
TV tuner	Pragmatic	TUNR-D	A/R	
Poke-thru adaptor for transmitter	BTX	RK-4094	A/R	



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HDBaseT cables, 6'	As required	As required	A/R	Provide as indicated in Part 1
HDMI-HDMI cables, 6'	Extron	26-650-06	A/R	Provide as indicated in Part 1
VGA-VGA with audio cables, 6'	Extron	26-490-02	A/R	Provide as indicated in Part 1
Receiver to projector cables	Extron	HDMI-Pro series, length as required	A/R	

**2.02 PORTABLE AND SPARE EQUIPMENT**

Description	Make	Model	Qty.	Notes
Projector lamp	As required	Compatible with specified projectors	A/R	Provide one spare lamp per installed projector.

**2.03 PATCH CORDS – CAT6-RATED**

- A. Cords assembled from a single, continuous length of cordage, homogenous in nature, and terminated at both ends via 8-position modular plugs. Splices are not permitted anywhere.
- B. Cordage
  - (1) Insulated Conductors: 23AWG stranded copper, fully insulated with a flame-retardant thermoplastic material (such as PVC, or equivalent).
  - (2) Twisted Pairs: Two insulated conductors "twisted" into a "pair" (twisted pair), and individually color coded.
  - (3) Unshielded sheath and flame-retardant polyvinyl chloride (PVC) jacketed.
- C. Flame Rating: NEC CM (or higher) rated, and UL listed as such. Cables installed in ceiling or plenum spaces shall be CMP.
- D. Electrical Performance: Meet or exceed TIA/EIA-568-B.2-AD10, ISO 11801 Class E Edition 2.1, and IEEE Std. 802.3an latest draft proposal channel requirements for supporting 10 GBASE-T.

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- E. Length: As required per application.
- F. Jacket Color: Blue.
- G. Manufacturer: Panduit.

**PART 3 - EXECUTION**

**3.01 INSTALLATION**

- A. General: Include the delivery, unloading, setting in place, fastening to walls, floors, ceilings, counters, or other structures where required, interconnecting wiring of the system components, equipment alignment and adjustment, and other work, whether or not expressly required, which is necessary to result in complete operational systems.
- B. Physical Installation:
  - (1) Firmly secure equipment in place unless requirements of portability dictate otherwise.
  - (2) Provide adequate for fastenings and supports with a safety load factor of at least three.
  - (3) Secure boxes and equipment plumb and square.
  - (4) Install every item so that it not only functions correctly and is serviceable and replaceable, but looks neat and professional.
- C. Cable Installation:
  - (1) Mark cables, regardless of length, with permanent, non-handwritten number or letter cable markers per the instructions below in Labeling. There shall be no unmarked cables in the system.
  - (2) Provide a service loop of appropriate length within racks and at boxes or points of termination to allow each piece of equipment to be removed for servicing.
  - (3) Do not install cables with end radius less than that recommended by the cable manufacturer.

- (4) Clearly identify cable terminated in a floor pocket with permanent, indelible, computer or label printer labels within 6-inches of the cable connector. Provide strain relief for cables. Provide a minimum of 3-feet of free cable coiled in the floor pocket. Use nylon cable ties to group similar cable types.
- D. Grounding Procedures: In order to minimize problems resulting from improper grounding, and to achieve maximum signal to noise ratios, adhere to the following grounding procedures:
  - (1) General: Because of the great number of possible variations in grounding systems, follow good engineering practice, as outlined above, and deviate from these practices only when necessary to minimize crosstalk and to maximize signal to noise ratios in the audio, video, and control systems.
  - (2) System Grounds: Establish a single primary "system ground" for the systems in each particular area. Connect grounding conductors in that area to this primary system ground. Provide the system ground in the audio equipment rack for the area. The ground shall consist of a copper bar of sufficient size to accommodate secondary ground conductors.

### **3.02 PROGRAMMING**

- A. Program receivers equipped with scalers to match the pixel resolutions of the attached display devices.
- B. Program the TV tuners to detect and use the available channel line-up. Coordinate with the County for a list of channels to be blocked, if any.
- C. Projectors and other devices with frequent need for the replacement of consumables shall use the computer network for preventative maintenance.
- D. Coordinate with the County to obtain the default email address for maintenance messages. AHS will provide IP addresses and device names for all IP devices for vendor programming.

### **3.03 FIELD QUALITY CONTROL**

- A. Initial Tests and Measurements: Before final adjustment and acceptance tests are scheduled, perform system checkout. Furnish required test equipment and perform work necessary to determine and/or modify performance of the system to meet the requirements of this specification. Include the following:

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- (1) Adjust, balance, and align equipment for optimum quality and to meet the manufacturers' published specifications.
- (2) Perform the test procedure provided with this specification and return the completed form no less than one week prior to the initial punch walk.

**B. Twisted Pair Cabling**

- (1) Follow the following procedure to test a twisted pair cabling infrastructure if one is provided as a component of the audiovisual system.
- (2) Required Equipment:
  - a. Fluke DTX-1800 or equivalent
- (3) Test Procedure:
  - a. Test each cable using the CAT6 Channel Test or the test appropriate for the type of twisted pair cabling installed.
- (4) Ensure that each cable passes the test. Re-terminate or replace all cables that do not pass.

**C. Digital Video Cabling**

- (1) Follow the following procedure to test each provided digital video cable.
- (2) HDMI:
  - a. Required Equipment:
    - 1) Quantum Data 780
    - 2) Or approved substitute tester.
- (3) Display Port:
  - a. Required Equipment:
    - 1) Quantum Data 882E-DP
  - b. Test Procedure:

- 1) Test each cable.
- 2) Discard all cables that fail.

### **3.04 LABELING REQUIREMENTS**

#### **A. General Requirements**

- (1) Label the audiovisual system components. The components include, but are not limited to, the following:
  - a. Rack-mounted AV Devices
  - b. Portable AV Devices
  - c. Batteries
  - d. Wires and Cables
- (2) Provide labels that are consistent with the AV documentation.
- (3) Prior to installation, degrease and clean surfaces to receive nameplates and labels.

#### **B. Batteries**

- (1) Label batteries with the month and year they were installed.
- (2) Example: "October 2012"

#### **C. Wireless Transmitters and Receivers**

- (1) Label wireless transmitters and receivers, including, but not limited to wireless microphone systems clearly so users can identify the transmitter associated with each receiver.
- (2) Use an identifier that associates each transmitter with the room it is associated with, such as a room number.
- (3) Example: Rm. 230-Mic 1

#### **D. Wire and Cable**

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- (1) Identify wire and cable clearly with permanent machine-generated labels wrapped about the full circumference within one-inch (25mm) of each connection.
- (2) Indicate the cable ID designated on the associated field or shop drawings and run list.
- (3) Assign wire or cable designations consistently throughout a given system; i.e., each wire or cable must carry the same number at both ends.
- (4) Position labels so they are clearly visible without the need to remove wire management devices or other obstructions.
- (5) At each end of the cable, indicate the device and connector the cable connects to.
  - a. Example: AV 3101  
Mtrx Swx In-1

**E. Terminal Blocks**

- (1) Label consistently with each block's designation in the AV documentation.

**F. Relays and Transformers**

- (1) Label consistently with each relay's and transformer's designation in the AV documentation.

**G. Patch Panels**

- (1) Using two-line designations, indicate groups of inputs and outputs on the upper row of top ports and the lower row of bottom ports.
- (2) Example: Mixer Mic Inputs  
In-1 | In-2 | In-3 | In-4, etc.

**3.05 COUNTY TRAINING**

- A. Provide on-the-job training by a suitably qualified instructor, to designated personnel, to instruct them in the operation and maintenance of the systems.

- B. Arrange with the equipment manufacturer for such instruction, at no additional cost, in the event qualified instructors are not available on staff for certain sophisticated equipment.
- C. Schedule the first training after the systems are operational. Provide a minimum of 4 hours of training (total) on the systems included in this specification.

### **3.06 SYSTEM ACCEPTANCE TESTS**

- A. System acceptance tests shall be performed when initial system checkout has taken place and the Initial Testing and Tuning Report has been completed and submitted by the Contractor. The system acceptance tests consist of the following:
  - (1) Take a physical inventory of equipment on site and compare to equipment lists in the contract documents.
  - (2) Demonstrate the operation of system equipment.
  - (3) Both subjective and objective tests will be required to determine compliance with the specifications. Provide test equipment specified for these tests.
  - (4) Provide final, record drawings, cut sheets, manuals, and other required documents, as detailed in Part 1.
  - (5) Provide complete testing reports generated by subsystems that provide self-testing.

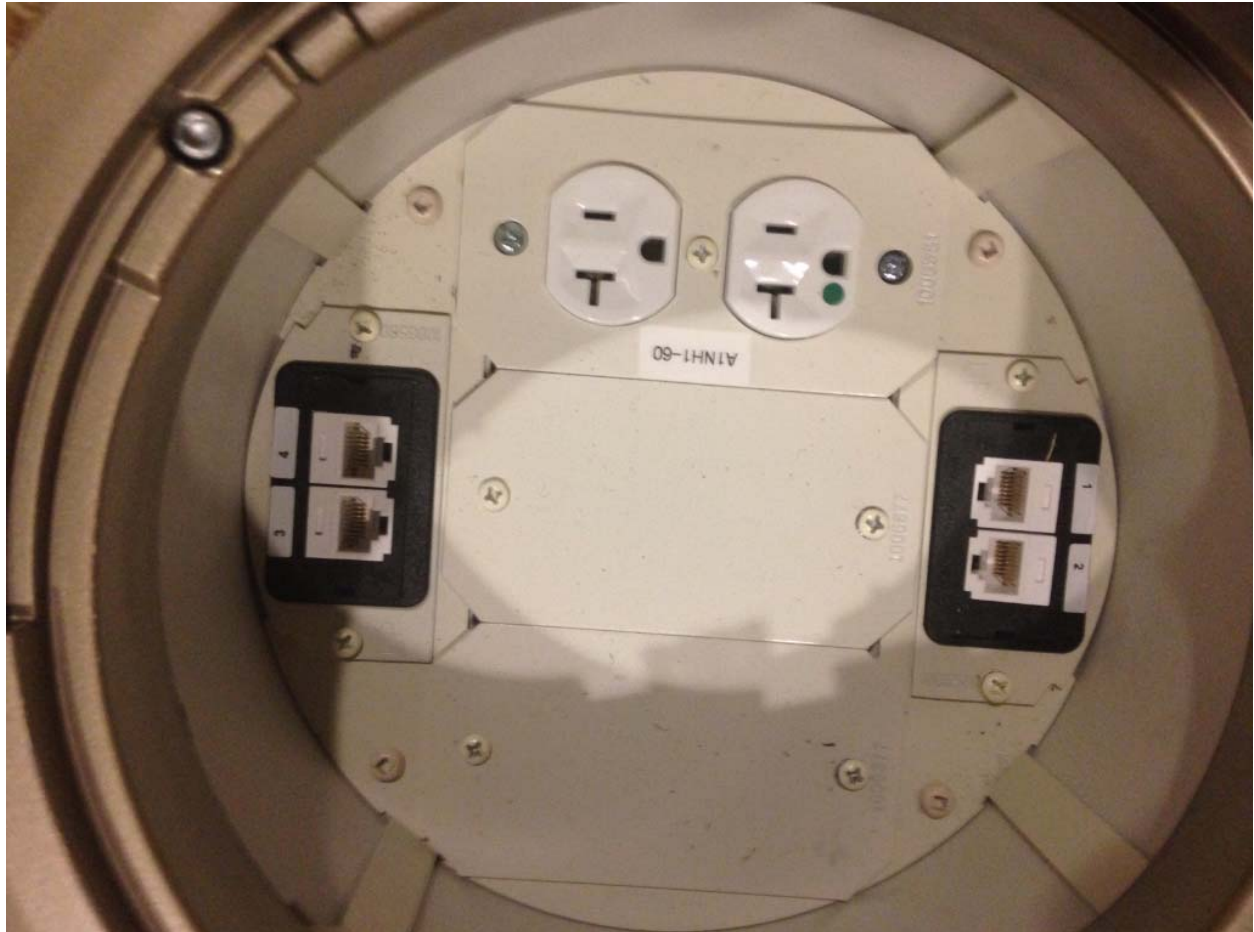
### **3.07 CLEANUP AND REPAIR**

- A. Upon completion of the work, remove refuse and rubbish from and about the premises, and leave the relevant areas and equipment clean and in an operational state. At no cost to the County, repair damage caused to the premises by these installation activities.

### **3.08 PROTECTION OF WORK**

- A. During the installation, and up to the date of final acceptance, protect finished and unfinished work against damage and loss. In the event of such damage or loss, replace or repair such work at no cost to the County.

**3.09 FLOOR PLATE IMAGE**



END OF DOCUMENT



DOCUMENT 27 41 18

**TELEVISION SYSTEMS**

**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, Document 01 78 23 Operation and Maintenance Instructions and Document 0178 36 Warranties.

**1.02 SUMMARY**

- A. Section includes:

- (1) Provide turnkey audiovisual systems, to include equipment and materials, whether specifically mentioned herein or not, to ensure complete and operating systems.
- (2) Generate submittal information for the complete installation, and wiring of the systems. Provide (or subcontract for) onsite installation and wiring, and provide ongoing supervision and coordination during implementation.
- (3) Perform initial adjustment of the systems as herein prescribed and provide test equipment for the system checkout and acceptance tests.
- (4) Provide equipment as specified in the Equipment Schedule.
- (5) Supply and configure all software (including custom software as required) needed to operate the system with the specified functionality.
- (6) Provide on the job training in the operation and maintenance of the systems for personnel designated by the County.
- (7) Provide a two-year warranty for systems installed under this Section.
- (8) Provide patch cables required to connect the systems in this section to the outlets dedicated to these systems. Outlets contain connections to:
  - a. CATV coax horizontal cabling system

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- b. UTP structured cabling system
  - c. Nurse call
- (9) Provide power cables required for connecting the TVs to electrical outlets.
- (10) Coordinate IP assignment, Ethernet connections, and analog circuits with County's representative.
- (11) Coordinate with the County and/or County's building contractor for testing TV signal and controls from the Nurse Call pillow speaker for each television installed under this contract.
- B. Existing Conditions
  - (1) Consider pathways (conduits and device back-boxes) dedicated to audiovisual as existing.
  - (2) Consider casework and user furniture as existing.
  - (3) Consider the County LAN, CATV, and Nurse Call systems as existing and active.
  - (4) Consider dedicated outlets to these systems as existing.
- C. Unit Prices
  - (1) Submit unit prices, as derived from the quotations in the Schedule of Values, for adjustments to the contract price. Unit prices shall include material, labor, shipping, tax, markups (overhead, profit, job expenses, and bond), labeling, records, and as-built drawing production costs.
- D. Request a copy of the ACT Increment-4 design documents from the County or County's Representative for referencing locations of rooms, pathway, and outlet configurations.

**1.03 REFERENCES**

- A. Comply with the latest edition of the following applicable specifications and standards except as otherwise shown or specified.
- B. Perform work in accordance with applicable requirements of governing codes, rules and regulations including the following minimum standards, whether statutory or not:

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- |      |                 |  |
|------|-----------------|--|
| (1)  | FCC             | Federal Communications Commission                  |
| (2)  | City, and other | local codes and requirements                       |
| (3)  | UL              | Underwriters Laboratories                          |
| (4)  | ASTM            | American Society for Testing Materials             |
| (5)  | NEMA            | National Electrical Manufacturers Association      |
| (6)  | ANSI            | American National Standards Institute              |
| (7)  | ETL             | Electrical Testing Laboratories                    |
| (8)  | SMPTE           | Society of Motion Picture and Television Engineers |
| (9)  | EIA             | Electronic Industries Association                  |
| (10) | ISO             | International Standards Organization               |

C. Install products and systems that comply with the following standards:

- |     |             |   |
|-----|-------------|---|
| (1) | UL 1492:    | Audio-Video Products and Accessories          |
| (2) | UL 60065-1: | Audio, Video and Similar Electronic Apparatus |

#### **1.04 DEFINITIONS**

A. The following list of terms used in this specification defined as follows:

- |     |  |
|-----|--|
| (1) | "A/R": Indicates that the quantity of an item is as required to meet the design criteria indicated in the drawings.  |
| (2) | "Cabling": A system comprised of cables, wire, cords, and connecting hardware (e.g., cables, termination apparatus, patch panels, blocks, connectors, outlets, labeling, etc.).  |
| (3) | "Connect": To install required patch cords, equipment cords, cross-connect wire, etc. to complete an electronic or optical signal circuit.   |
| (4) | "Custom" indicates systems or components the Contractor fabricates based on these specifications and drawings.   |
| (5) | "Furnish": To purchase, procure, acquire, and deliver complete with related accessories.   |
| (6) | "Install": To set in place, join, unite, fasten, link, attach, set up or otherwise connect together and test before turning over to the County, parts, items, or equipment supplied by contractor or others. Make installation complete and ready for regular operation. |
| (7) | "Provide": To furnish, transport, install, erect, connect, test and turn over to the County, complete and ready for regular operation.   |

- (8) "Or equal" indicates an item that is equal in function and performance to the specified device or system.

## **1.05 SYSTEM DESCRIPTIONS**

### **A. Televisions and TV Mounts**

- (1) Provide televisions and TV mounts as detailed below.
- (2) Interface the TVs with the building's CATV, structured cabling, and Nurse Call systems. Included in this requirement is that the cable from faceplate behind TV to the TV shall be included. Faceplate uses a 1/4" stereo jack.
- (3) Include required cables, patch cords, and attachment hardware.
- (4) Provide right-angle power cords where these allow TVs to be mounted at the minimum distance from the wall that the mounts permit. Use cords with appropriate length for application.

## **1.06 PERFORMANCE STANDARDS**

- A. Meet the following performance standards with each system, unless restricted by the published specifications of a particular piece of equipment. Notify the County of any restrictions.
- B. ADA Compliance: Display systems must meet ADA requirements for the display of closed captioning content.

## **1.07 DELIVERY, STORAGE, AND HANDLING**

### **A. Delivery**

- (1) Deliver products to the site when protected storage space is available.
- (2) Coordinate materials delivery with the installation schedule to minimize storage time at jobsite.
- (3) Deliver materials in manufacturers' original, unopened, undamaged packaging and containers with identification labels (name of the manufacturer, product name and number, type, grade, UL classification, etc.) intact.

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- (4) Immediately replace equipment damaged during shipping at no cost to the County, so as not to impact the construction schedule.
- B. Storage and Protection: Store materials in spaces consistent with manufacturers' environmental requirements.
- C. Handling
  - (1) Handle materials and equipment in accordance with manufacturers' requirements.
  - (2) Do not install damaged materials and equipment. Replace damaged equipment at no cost to the County.

**1.08 SUBMITTALS**

- A. Pre-construction Submittals
  - (1) Product Data: Submit product information for components specified herein prior to the purchase and installation of equipment. Indicate, either on a product index sheet or directly on each product's data sheet, where this information is not already provided on the sheet, the manufacturer, model/part number, accessories and options selected, color (if applicable), and a brief product description.
  - (2) Substitutions: No substitutions are allowed. Brand name products, accessories, and other equipment specified shall be provided. The specified brand name products, accessories and other equipment have been installed and are currently in use on the Highland Hospital Campus, and thus campus standards have been established.
  - (3) Written Testing Procedures: Submit written testing procedures for initial systems testing and systems acceptance testing.
- B. Prior to Acceptance Testing:
  - (1) Submit the Initial Testing and Tuning Report showing procedures and results for tests performed.
  - (2) Provide a list of the test equipment used for these tests.
- C. At the Completion of the Installation:

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- (1) Provide written notification to the County when the initial checkout is complete, normal settings are documented, as-built and operational documentation are complete, and systems are available for final acceptance tests. Acceptance testing will follow the submission of this notification.
- (2) Submit equipment manufacturers' operation and maintenance manuals for each piece of equipment.

**D. System Operation and Maintenance Manual:**

- (1) Describe in the "Operation" section, typical procedures necessary to activate each system to provide for the functional requirements as listed under the System Description. Include normal settings for user-operated controls (as established during system check out) in tabular or pictorial form.
- (2) Provide in the "Maintenance" section, a recommended maintenance schedule with reference to the applicable pages in the manufacturer's maintenance manuals. Where inadequate information is provided by the manufacturer, provide the information necessary for proper maintenance.
- (3) Provide a list of necessary and recommended replacement parts for a normal maintenance period of one year.

**PART 2 - PRODUCTS**

**2.01 EQUIPMENT**

- A. Each product and piece of equipment shall be the latest version of the specified model or type available at the time of bidding, providing the updated devices provide the same or better capabilities and performance required by the system design, and providing that these devices do not exceed the physical dimensions of the originally specified components.
- B. Provide new materials and equipment that meet or exceed the latest published specifications of the manufacturer.

**2.02 EQUIPMENT SCHEDULE**

- A. Most of the equipment in this list is standard equipment available from a variety of suppliers and manufacturers.

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Room	Rec'd Size	Height	Width	Depth	Mount Brand	Mount Model
<b>LEVEL-1</b>						
1104 Waiting	32"	19"	29"	4.0"	Chief Mfg.	MTAU
1504 Staff Lounge	50"	26"	44"	4.0"	Chief Mfg.	LTAU
<b>LEVEL-2</b>						
2102 Dining	50"	26"	44"	4.0"	Chief Mfg.	LTAU
2316 Staff Lounge	32"	19"	29"	4.0"	Chief Mfg.	MTAU
2302 Staff Lounge	32"	19"	29"	4.0"	Chief Mfg.	MTAU
<b>LEVEL-3</b>						
3401 Waiting Rm	42"	25"	40"	4.0"	Chief Mfg.	MTAU
3801 Waiting Rm	42"	25"	40"	4.0"	Chief Mfg.	MTAU
3901 Staff Lounge	50"	26"	44"	4.0"	Chief Mfg.	LTAU
3662 Staff Lounge	32"	19"	29"	4.0"	Chief Mfg.	MTAU
<b>LEVEL-4</b>						
4101 Family Rm	42"	25"	40"	4.0"	Chief Mfg.	MTAU
4203 Staff Lounge	42"	25"	40"	4.0"	Chief Mfg.	MTAU
4566 Staff Lounge	32"	19"	29"	4.0"	Chief Mfg.	MTAU
Typ. Patient Rm	42"	25"	40"	4.0"	Chief Mfg.	MTAU
Typ. LDRP Rm	42"	25"	40"	4.0"	Chief Mfg.	MTAU
<b>LEVEL-5</b>						
5101 Family Rm	42"	25"	40"	4.0"	Chief Mfg.	MTAU
5102 Family Rm	42"	25"	40"	4.0"	Chief Mfg.	MTAU
5321 Staff Lounge	42"	25"	40"	4.0"	Chief Mfg.	MTAU
5223 Report Rm/Staff Lounge	50"	26"	44"	4.0"	Chief Mfg.	LTAU
Patient Rm ICU	42"	25"	40"	4.0"	Chief Mfg.	MTAU

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Room	Rec'd Size	Height	Width	Depth	Mount Brand	Mount Model
<b>LEVEL-6</b>						
6001 Family Rm	42"	25"	40"	4.0"	Chief Mfg.	MTAU
6301 Staff Lounge	42"	25"	40"	4.0"	Chief Mfg.	MTAU
Patient Rm Med/Surg	42"	25"	40"	4.0"	Chief Mfg.	MTAU
Patient Rm Med/Surg Semi-Private	32"	19"	29"	4.0"	Chief Mfg.	MTAU
<b>LEVEL-7</b>						
7001 Family Rm	42"	25"	40"	4.0"	Chief Mfg.	MTAU
7301 Staff Lounge	42"	25"	40"	4.0"	Chief Mfg.	MTAU
Patient Rm Med/Surg	42"	25"	40"	4.0"	Chief Mfg.	MTAU
Patient Rm Med/Surg Semi-Private	32"	19"	29"	4.0"	Chief Mfg.	MTAU
<b>LEVEL-8</b>						
8001 Family Rm	42"	25"	40"	4.0"	Chief Mfg.	MTAU
8301 Staff Lounge	42"	25"	40"	4.0"	Chief Mfg.	MTAU
Patient Rm Med/Surg	42"	25"	40"	4.0"	Chief Mfg.	MTAU
Patient Rm Med/Surg Semi-Private	32"	19"	29"	4.0"	Chief Mfg.	MTAU
<b>LEVEL-9</b>						
9001 Family Rm	42"	25"	40"	4.0"	Chief Mfg.	MTAU
9301 Staff Lounge	42"	25"	40"	4.0"	Chief Mfg.	MTAU
Patient Rm Med/Surg	42"	25"	40"	4.0"	Chief Mfg.	MTAU
Patient Rm Med/Surg Semi-Private	32"	19"	29"	4.0"	Chief Mfg.	MTAU

**2.03 TELEVISIONS**

A. Televisions must be medical grade.

B. 32" Television

1. Manufacturer and Model:

a. LG 32LY560M

C. 42" Television

1. Manufacturer and Model:

a. LG 42LY560M



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**D. 50" Television**

1. Manufacturer and Model:
  - a. Pragmatic PHLCD50

**2.04 MOUNTS**

**A. Mounts for 32", 40", 42" Televisions**

1. Manufacturers and Model:
  - a. Chief MTAU, OPA-2514-10

**B. Mount for 50" Televisions**

1. Manufacturers and Model:
  - a.. Chief LTAU, OPA-2514-10

**C. Mounts must have a pre-approved OPA number.**

**2.05 CABLING**

**A. Unless otherwise called for in these specifications and drawings, use the following cables:**

- (1) Video cable RG59: Extron RG59, Liberty RG59-CCTV-CM-BLK, equal or better Belden, Canare, West Penn cables.
- (2) Plenum rated video cable: Extron RG59P, Liberty RG59-CCTV-PL-BLK, equal or better Belden, Canare, West Penn cables.
- (3) Control cable: West Penn 77350, C4215, Liberty LLINX-U, equal or better Belden, Crestron cables.
- (4) Plenum-rated control cable: West Penn D25350, Liberty LLINX-U-P, equal or better Belden, Crestron cables.
- (5) UTP CAT6 patch cords: Panduit TX6 UTPSP1BU to match building standard.

## **2.06 CABLE TIES AND SUPPORTS**

- A. Use plenum-rated cable in plenum-rated spaces. Where plenum-rated cable is used, provide plenum-rated and approved cable ties and supports.
- B. Manufacturer:
  - (1) Thomas and Betts #TYV525M, or equal.

## **2.07 RECEPTABLES AND CONNECTORS**

- A. Acceptable Manufacturers: Canare, Switchcraft, Neutrik, Amphenol, Pomona, Extron, or Liberty.

## **2.08 LABELS**

- A. Manufacturer:
  - (1) Brady
  - (2) Thomas and Betts
- B. Wire and Cable Labels:
  - (1) Self-laminating adhesive laser labels
  - (2) Machine printable with a laser printer
  - (3) Cable size: as required
  - (4) Color: white label with black lettering
  - (5) Manufacturer:
    - a. Brady wire marking labels WML-211-295 and WML-311-292
- C. Device Labels:
  - (1) Self-laminating, type-on tape, adhesive labels. Use Helvetica 12-pt text.

### **PART 3 - EXECUTION**

#### **3.01 EXAMINATION**

- A. Verify that electrical requirements including power circuits, backing for mounts, Nurse Call, and telecom outlets are in place as shown on the reference drawings.

#### **3.02 INSTALLATION**

- A. General: Include the delivery, unloading, setting in place, mounting to walls, interconnecting of the system components, equipment alignment and adjustment, and other work, whether or not expressly required, which is necessary to result in complete operational systems.
- B. Physical Installation:
  - (1) Firmly secure equipment in place.
  - (2) Secure mounts and equipment plumb and square.
  - (3) Install each and every item so that it not only functions correctly and is serviceable and replaceable, but looks neat and professional.
- C. Cable Installation:
  - (1) Install no cable with a bend radius less than that recommended by the cable manufacturer.
  - (2) Cleanly manage patch cords and locate behind TV.
- D. TV Installation:
  - (1) Install TVs in patient rooms with mounts set at 0° of tilt (plumb).

#### **3.03 CLEANUP AND REPAIR**

- A. Upon completion of the work, remove refuse and rubbish from and about the premises, and leave the relevant areas and equipment clean and in an operational state. At no cost to the County, repair damage caused to the premises by these installation activities.

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**3.04 PROTECTION OF WORK**

- A. During the installation, and up to the date of final acceptance, protect finished and unfinished work against damage and loss. In the event of such damage or loss, replace or repair such work at no cost to the County.

END OF DOCUMENT