**COUNTY OF TEHAMA**
**DEPARTMENT OF PUBLIC WORKS**
9380 San Benito Avenue
Gerber, CA 96035-9701
(530) 385-1462
(530) 385-1189 Fax

Road Commissioner
Surveyor
Engineer
Public Transit
Flood Control & Water Conservation District
Sanitation District No. 1

# NOTICE TO CONTRACTORS

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the County of Tehama will receive bids for the "**Tehama County Public Works Engineering Building Re-Roof**" project.

Bids shall be submitted on forms included in the Project Manual. Bid documents can be examined at area Builder's Exchanges. Documents are available for download on CIP List (www.CIPLIST.com). Copies are on file and open to public inspection at Tehama County Public Works, 9380 San Benito Avenue, Gerber, CA 96035.

Project documents are available for viewing on the Tehama County Public Works website at http://www.tehamacountypublicworks.ca.gov/engineering/projects.html

Copies are on file and open to public inspection at Tehama County Public Works, 9380 San Benito Avenue, Gerber, CA 96035.

Bids must be received at **Tehama County Public Works Department, 9380 San Benito Avenue, Gerber, CA 96035** no later than **4:00 PM on October 5, 2017,** at which time the Project Coordinator will open said bids. Bids shall be submitted in sealed envelopes and marked in the upper left-hand corner "**Tehama County Public Works Engineering Building Re-Roof**" together with the name and address of the bidder. The bids will be opened and read publicly and bidders or their agents are invited to be present.

**There will be a mandatory pre-bid meeting on September 26, 2017 at 10:00 AM at Tehama County Public Works, 9380 San Benito Avenue, Gerber, CA 96035.**

Pursuant to Section 1770 and following the Labor Code, the Contractor for the work will be required to pay, at least, the general prevailing wage rates as determined by the Director of the Department of Industrial Relations of the State of California. Questions or wage rates pertaining to the general prevailing wage should be directed to: Division of Labor Statistics and Research, P.O. Box 420603, San Francisco, CA 94142-0603 or http://www.dir.ca.gov/DLSR/PWD/TEH.xls

Bid Bond, Labor and Material Bond and Performance Bond are required. The County reserves the right to reject any and all bids and waive any informalities or irregularities in the bidding. Each bidder must be appropriately licensed in the State of California for this project as required by law.

Gary B. Antone, P.E., P.L.S.
Director of Public Works

_____

Date: 9-5-17

Publish in the Red Bluff Daily News on September 14 and September 21, 2017. Send proof of publication and invoice to: Tehama County Public Works, 9380 San Benito Avenue, Gerber, CA 96035. Prior to publication, please email proof to Nichole Bethurem at nbethurem@tcpw.ca.gov

# BID PACKET

# COUNTY OF TEHAMA

## TEHAMA COUNTY PUBLIC WORKS

## ENGINEERING BUILDING RE-ROOF PROJECT

## BIDS DUE ON OR BEFORE

## 4:00 PM

## THURSDAY, OCTOBER 5, 2017

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Gary B. Antone, P.E., P.L.S.
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# TEHAMA COUNTY

# PUBLIC WORKS ENGINEERING BUILDING RE-ROOF

# PROJECT DESCRIPTION

**Project Location:** Tehama County Public Works
9380 San Benito Avenue
Gerber, CA 96035

**Project Description:** The project includes, but it not limited to, the following:

1. Furnish all materials, labor, tools, equipment and incidentals for work involved to remove and replace approximately 2,830 sf of existing roofing materials with new Title 24 compliant PVC single ply roofing material, underlayment and flashings.
2. Submit wind load calculations and installation details for review and acceptance prior to installation.
3. Provide submittals of proposed materials and manufacturer's installation details for the proposed roofing materials prior to starting work.
4. Provide written warranty to Tehama County for material and labor of the new roof system prior to final payment.

**Warranty Requirement:** A minimum of a fifteen-year labor and materials no dollar limit warranty/guarantee shall be provided, without limiting any other warranty provided in the contract documents

***This is only a summary. See entire project documents for full scope of the project.***

# BIDDING REQUIREMENT SUMMARY

| | |
|---|---|
| 1. PROJECT TITLE: | Public Works Engineering Building Re-Roof |
| 2. PROJECT LOCATION: | 9380 San Benito Avenue<br>Gerber, CA 96035 |
| 3. BID OPENING DATE: | October 5, 2017 4:00 PM |
| 4. BID OPENING LOCATION: | Tehama County Public Works<br>9380 San Benito Avenue<br>Gerber, CA 96035 |
| 5. MANDATORY PRE-BID MEETING DATE: | September 26, 2017 @ 10:00 AM |
| 6. PRE-BID MEETING LOCATION: | 9380 San Benito Avenue<br>Gerber, CA 96035 |
| 7. BID SECURITY: | 10% of maximum amount of bid |
| 8. CONSTRUCTION TIME PERIOD: | 90 Calendar Days |
| 9. LICENSE REQUIREMENTS: | C-39 |
| 10. LIQUIDATED DAMAGES: | $250.00 per day |
| 11. LABOR AND MATERIALS PAYMENT BOND: | 100% of total bid |
| 12. PERFORMANCE BOND | 100% of total bid |
| 13. PREVAILING WAGE RATES | Yes |
| 14. BID VALID FOR: | 60 days |
| 15. ESTIMATE OF CONSTRUCTION COSTS: | $24,000 |

Bids over $25,000 will require all subs be registered with DIR.

16. BUILDERS EXCHANGES ISSUED CONSTRUCTION DOCUMENTS:

**Shasta Builders Exchange**

5800 Airport Road
Redding, CA 96002
(530) 221-5556
(530) 221-2140 (FAX)

**Valley Contractors Exchange**

951 East 8th Street
Chico, CA 95928
(530) 343-1981
(530) 343-3503 (FAX)

**Sacramento Builders Exchange**

1331 T Street
Sacramento, CA 95814
(916) 442-8991
(913) 446-3117 (FAX)

**CMD Group**

leah.dearce@cmdgroup.com

(770) 209 -3396
(678) 680-0698

**Documents are available for download at www.CIPLIST.COM**

# INSTRUCTIONS TO BIDDERS

COUNTY OF TEHAMA

## Bid Proposal

Each bid shall be made on the proposal form furnished by the County, and shall be in accordance with the Drawings, Specifications, any Addenda issued prior to bid opening, and all other Contract Documents; and shall be accompanied by a certified check, cashier's check or bidders bond, payable to the County, for a sum of not less than ten (10%) percent of the amount of the bid, as a guarantee that the bidder will enter into the Contract for the work, the full amount of such guarantee to be forfeited to the County should said bidder fail to enter into said Contract. The successful bidder shall be required to furnish a Faithful Performance Bond for the amount of not less than one hundred percent (100%) of the contract price, and a Labor and Materials Bond for the amount of not less than one hundred percent (100%) of the contract price; said bonds to be secured from a surety company authorized to do business in the State of California.

The proposal shall be made on the form bound herein. The bid shall be enclosed in a sealed opaque envelope bearing the name of the bidder and name of project. The proposal shall be delivered by the time and to the place stipulated in the Notice To Contractors. It is the bidder's sole responsibility to see that his proposal is received in proper time. Any proposal received after the scheduled closing time for receipt of proposals will be returned to the bidder unopened. Prior to the time fixed for bid opening the proposal may be withdrawn by the bidder by means of a written request, signed by the bidder or his properly authorized representative. Such written request must be delivered to the place stipulated in the Notice To Contractors for receipt of proposals.

The proposals will be publicly opened and read at the time and place stipulated in the Notice To Contractors.

Unauthorized conditions, limitations, or provisions attached to a proposal will render it informal and may cause its rejection. The completed proposal forms shall be without interlineation, alterations, or erasures. Alternative proposals will not be considered unless called for. Oral, telegraphic, or telephonic proposals or modifications will not be considered.

All items on the bid form shall be filled out; numbers shall be filled out; numbers shall be stated both in writing and in figures; words shall be given priority over figures and the signatures of all individuals shall be in longhand. In the event there is more than one (1) bid item in the bidding schedule, the bidder shall furnish a price for all bid items in the schedule, and failure to do so will render the proposal informal and may cause its rejection. In the event there are unit price bid items in the bidding schedule and the amount indicated for a unit price bid item does not equal the product of the unit price and quantity, the unit price shall govern and the amount will be corrected accordingly. In the event there is more than one (1) bid item in the bidding schedule and the total indicated for the schedule does not agree with the sum of the prices bid on the individual items, the prices bid on the individual items shall govern and the total for the schedule will be corrected accordingly.

In case of refusal or failure to enter into said Contract, the check or bond, as the case may be, shall be forfeited to the County. If the bidder elects to furnish a bid bond as the proposal guarantee, he shall use the bid bond form bound herein.

Before submitting a proposal, the bidder shall carefully examine the Drawings, Specifications, any Addenda issued prior to bid opening, and all other Contract Documents; and he shall visit the site of the Work. It will be assumed that the bidder is familiar with existing site conditions and that he has a clear understanding of the requirements of the Contract regarding the furnishing of materials and performance of work. Should a bidder find discrepancies in, or omissions from, the Drawings, Specifications, or Contract Documents, or should he be in doubt as to their meaning, he should at once notify the Tehama County Administration, who will send written instructions or clarifications to all bidders. The County will not be responsible for any oral instructions.

Every bidder shall, in his bid, set forth the name and location of business of each subcontractor who will perform work, labor or service to the bidder in excess of one-half of one percent (1/2%) of the bidder's total bid. If the bidder fails to specify a subcontractor as stated above, he agrees to perform that portion himself. The successful bidder shall not, without the consent of the County, substitute any person or firm as subcontractor in place of the subcontractor designated in the original bid.

Every bidder shall submit a completed Non-Collusion Affidavit with the bid.

**Bid Review**

No bid proposal shall be considered as low bidder or apparent low bidder until after all bids have been analyzed by the County. If required by the County, the bidders shall submit any information requested to evaluate the bids, including subcontractors` written bids, bonds, cost breakdowns, financial status, work experience and status of license.

**Bid Selection**

Contract for work will be executed with a contractor who is licensed in accordance with applicable state law.

A bidder may be relieved of his bid, and his bid security returned, by action of the Board of Supervisors provided he has given the County written notice within five (5) days after the opening of bids of a mistake, or other cause for the request, and specifying in detail the reason for the request.

More than one (1) proposal from an individual, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that any bidder is interested in more than one (1) proposal for the work contemplated will cause the rejection of all proposals in which such bidder is interested. If there is reason for believing that collusion exists among the bidders, all bids will be rejected and none of the participants in such collusion will be considered in future proposals.

Upon request, the County will return all proposal guarantees to their respective bidder within ten (10) days after award of the Contract, except those accompanying proposals submitted by the three (3) lowest responsible bidders.

## Bid Award

Award of a Contract, if awarded, will be made to the lowest responsible bidder whose proposal complies with all the requirements prescribed. Any such award will be made within sixty (60) calendar days after opening of the proposals. The County reserves the right to reject any or all bids, to waive any informality or irregularity in a bid, and to make award in the interests of the County.

The bidder to whom award is made shall execute a written Contract with the County on the form of agreement provided, and shall secure all insurance and bonds required by the Specifications.

Failure or refusal to enter into a contract within ten (10) days as herein provided, or to conform to any of the stipulated requirements in connection therewith, shall be just cause for annulment of the award and the forfeiture of the proposal guarantee. If the successful bidder refuses or fails to execute the Contact, the County may award the Contract to the second lowest responsible bidder. If the second bidder refuses or fails to execute the Contract, the County may award the Contract to the third lowest responsible bidder. On the failure or refusal of such second or third lowest bidder to execute the Contract, such bidder's guarantees shall be likewise forfeited to the County.

## Addenda

Any Addenda issued during the time of bidding, or forming a part of the Documents issued to the bidder for the preparation of his bid, shall be covered in the bid and shall be made a part of the Contract. Receipt of all addenda shall be acknowledged on the proposal form in the space provided therefore.

## Time of Completion and Liquidated Damages

The contractor shall commence work within ten (10) working days from the date of a written "Notice to Proceed" issued by the County and shall diligently prosecute same to completion before the expiration of 90 calendar days.

It is agreed by the parties to the Contract that in case all the Work called for under the Contract is not completed within the number of days specified, damage will be sustained by the County of Tehama; and that it will be impractical to ascertain actual damages and it is therefore agreed the Contractor will pay to the County the sum set forth herein per day for each working day delay in completing the Work in excess of the number of days prescribed; and the Contractor agrees to pay said liquidated damages and agrees that the County may deduct the amount thereof from money due or that may become due to the Contractor under the Contract.

The Contractor shall pay to the County of Tehama the sum of two hundred fifty dollars ($250.00) for each and every working day’s delay in finishing the work in excess of the number of days prescribed above.

## Form of Agreement

The form of agreement, which the successful bidder will be required to execute, if awarded the work, is attached hereto and is made a part hereof.

## Wages

The attention of the bidder is called to the fact that the schedule of prevailing rates of pay for each craft or type of workman needed to execute the Work shall not be less than the minimum rates of pay as established in pursuance of the provisions of Section 1773 of the Labor Code of the State of California, which Code requires the establishing of such rates for the locality. The Code reads: "Nothing shall prohibit the payment of more than the general prevailing rate of wages to any workman employed on public work".

A copy of the current prevailing wage rates for this locality is available from the Department of Industrial Relations and the Tehama County Department of Public Works.

All bidders shall check the available source of labor supply and obtain information with reference to the working days of various crafts and the rates of wages being paid in the immediate vicinity of the place where the Work contemplated by these Specifications is to be performed.

It is intended that prevailing rates of wages and working hours shall be in accordance with those established by jurisdictional authorities of the vicinity in which the Work is to be performed. If rates established are in excess of those prevailing, the prevailing rates shall govern, but in no instance shall the County be held responsible for rates of wages paid which are below those prevailing.

## Withheld Contract Funds/Substitution of Securities

The successful bidder shall be permitted to substitute securities for any moneys withheld by the County to ensure performance under the executed Contract. At the request and expense of the successful bidder, securities equivalent to the amount to be withheld shall be deposited with the County, or with a state or federally chartered bank in California as escrow agent, to ensure performance under the Contract. Upon satisfactory completion of the Contract, unused securities shall be returned to the Contractor.

Alternately, on written request of the successful bidder, the County shall make payments of the retention earnings directly to an escrow agent at the expense of the successful bidder. The successful bidder, at his expense, may direct the investment of the payments into securities and the successful bidder shall receive the interest earned on the investments on the same terms provided for securities deposited by contract. Upon satisfactory completion of the Contract, the successful bidder shall receive from the escrow agent all unused securities, interest and payments received by the escrow agent from the County.

Securities eligible for deposit shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the successful bidder and the County. The successful bidder shall be the beneficial owner of any securities substituted for moneys to be withheld, and shall receive any interest accrued upon the unused amount.

If security is deposited with a state or federally chartered bank as Escrow Agent, it is agreed that the successful bidder and the County will enter into an escrow agreement with the Escrow Agency in form substantially similar to that which is on file with the County and available for review.

## Debarment Policy

It shall be the policy of the Tehama County Board of Supervisors to prohibit any party or entity listed in the Excluded Parties System (EPLS), maintained by the General Services Agency of the United States Government, from participating in any contract, agreement, or other business relationship with Tehama County.

## Non-Resident Contractor

The State of California Franchise Tax Board requires that whenever payments are made to a non-resident, independent contractor in excess of $1,500 for services rendered, 7.0% of the gross amount must be withheld. A non-resident is anyone who is not a resident of California. A corporation is also subject to the withholding requirements if it is neither incorporated nor qualified to do business in the State of California. Unless the Franchise Tax Board has authorized a reduced rate or waiver of withholding and County is provided evidence of such reduction/waiver, all nonresident contractors will be subject to the withholding. It is the responsibility of the Contractor to submit the Waiver Request (Form 588) to the Franchise Tax Board as soon as possible in order to allow time for the Franchise Tax Board to review the request.

## Public Works Contractor Registration Program

No contractor or subcontractor may be listed on a bid proposal or awarded a contract for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 with exceptions from this requirement specified under Labor Code sections 1725.5(f), 1771.1(a) and 1771.1(n).

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

## License

The Contractor and all subcontractors must be licensed under the laws of the State of California at the time this Contract is awarded, and for its full duration.

The Contractor shall possess a C-39 License.

# PROPOSAL BID FORMS

COUNTY OF TEHAMA

Board of Supervisors

County of Tehama

Red Bluff, CA

Board Members:

The undersigned bidder, _____in accordance with the Notice to Contactors, hereby proposes and agrees to furnish any and all services necessary to perform all work required by the Contract Documents for the:

## PUBLIC WORKS ENGINEERING BUILDING RE-ROOF PROJECT

Including, but not limited to, furnishing all required labor, materials, taxes, permits, insurance, bonds, transportation, scaffolding, equipment, facilities, utilities, and incidentals.

If awarded the Contract, the undersigned hereby agrees that within ten (10) working days after receipt of the Contract from the County, he will sign the Contract in the required form, of which the Notice to Contractors, Instructions to Bidders, Proposal, Drawings, Specifications, and all Addenda issued prior to the opening of bids, are a part.

The undersigned agrees to complete all work required under the Contract within 90 calendar days, and accept in full payment the price named in the Bid Proposal, which is bound herein and made a part of this proposal.

The undersigned declares that he has carefully checked all of the figures submitted on the Bid Forms and understands that the County will not be responsible for errors or omissions on the part of the undersigned in making up this bid.

Bidder hereby certifies that the Bidder has reviewed and understands the insurance coverage requirements and bonding requirements, as specified in the General Conditions, Article 5 – Bonds and Insurance. Should the Bidder be awarded the contract for the work, Bidder further certifies that the Bidder can meet the specified requirements for bonding and insurance, including insurance coverage of the subcontractors, and agrees to name the County of Tehama, its elected officials, officers, and employees as additional insured for the work specified. The undersigned agrees to secure the required insurance and bonds and submit them prior to or concurrent with the return of the signed Contract.

Accompanying this proposal is a "Cashier's Check", "Certified Check" or "Bidder's Bond", as the case may be, in an amount equal to at least ten percent (10%) of the total of the bid.

_____ _____
Name (Print) Representing (Firm)

_____ _____
Signature Title

_____
Business Address

Taxpayer Identification Number: _____

Contractor's License Number: _____

Department of Industrial Relations (DIR) Registration Number: _____

Receipt of the following Addenda is hereby acknowledged:

Addendum No. ____ Bidder's Initials: _____

Addendum No. ____ Bidder's Initials: _____

Addendum No. ____ Bidder's Initials: _____

**PROPOSAL FOR**

# PUBLIC WORKS ENGINEERING BUILDING RE-ROOF PROJECT

The undersigned bidder hereby proposes and agrees to furnish any and all services necessary to perform all work required by the Contract Documents.

**BID:**

Furnish all labor, materials, taxes, insurance, bonds, transportation, equipment, facilities, utilities, and incidentals for the "Public Works Engineering Building Re-Roof Project" for the sum listed below.

**BID AMOUNT:**

_____ Dollars
(written numbers)

$_____
(figures)

Bidder: _____

Date:_____

# PUBLIC WORKS ENGINEERING BUILDING RE-ROOF PROJECT

## LIST OF SUBCONTRACTORS

Pursuant to Public Contract Code 4104, the undersigned bidder shall list the name and location of business of each Subcontractor who will perform work, labor or service to the bidder under this Contract in excess of one-half of one percent (1/2%) of the total amount shown in the bid, and shall also list the item or portions of the Work which will be done by such Subcontractor for any item or portion of Work to be performed.

LIST OF SUBCONTRACTORS:

*All blanks below must be completed for each subcontractor. Failure to do so may cause your bid to be declared nonresponsive.*

**Subcontractor:**

Name: _____

Mailing Address: _____

City: _____ State:_____ Zip Code:_____

License No. _____ Classification: _____

Work to be done:_____

**Subcontractor:**

Name: _____

Mailing Address: _____

City: _____ State:_____ Zip Code:_____

License No. _____ Classification: _____

Work to be done:_____

**Subcontractor:**

Name: _____

Mailing Address: _____

City: _____ State:_____ Zip Code:_____

License No. _____ Classification: _____

Work to be done:_____

**Subcontractor:**

Name: _____

Mailing Address: _____

City: _____ State:_____ Zip Code:_____

License No. _____ Classification: _____

Work to be done:_____

**Subcontractor:**

Name: _____

Mailing Address: _____

City: _____ State:_____ Zip Code:_____

License No. _____ Classification: _____

Work to be done:_____

**Subcontractor:**

Name: _____

Mailing Address: _____

City: _____ State:_____ Zip Code:_____

License No. _____ Classification: _____

Work to be done:_____

No Contractor may perform work on a public works project with a Subcontractor who is ineligible to perform work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

# PUBLIC WORKS ENGINEERING BUILDING RE-ROOF PROJECT

INFORMATION REQUIRED OF BIDDERS

The bidder is required to supply the following information.

1. Firm Name: _____

2. Representative:_____

3. Title: _____

4. Business Address: _____

5. Telephone:_____ Cell Phone: _____FAX: _____

6. Email Address: _____

7. California Contractor License(s)

   No(s): _____ Type(s): _____

## NON-COLLUSION AFFIDAVIT

COUNTY OF TEHAMA

**TO BE EXECUTED BY THE BIDDER AND SUBMITTED WITH THE BID**

TO: County of Tehama
State of California

_____ deposes and says that he or she is _____(title) of _____, the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true and further, that the bidder has not directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

**(The above certificate must be signed and filed with the County along with the bid)**

Signed_____ Date_____

# BIDDER'S BOND

(Public Contract)

KNOW ALL MEN BY THESE PRESENTS: That as Principal _____ (herein called "Principal") and as surety _____(hereinafter called "Surety" are held and firmly bound unto the County of Tehama (herein called the "Obligee"), in the just and full sum of ten percent (10%) of the total amount of the base bid submitted by Principal for the herein described work of improvement, which sum is Dollars ($_____) lawful money of the United States of America, for the payment of which, well and truly to be made, we hereby bind ourselves and our, and each of our, heirs, executors, administrators, successors, and assigns, jointly and severally firmly by these presents.

WHEREAS, Principal is bidding, or is about to bid, for the following described work of improvement, all in accordance with the Notice to Contractors and the Contract Documents for the project entitled:

## PUBLIC WORKS ENGINEERING BUILDING RE-ROOF PROJECT

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH THAT, if Obligee shall make an award to Principal for said work of improvement according to the terms of such bid, and Principal shall duly execute, or cause to be executed, and delivered to Obligee the Contract, bonds, and evidence of insurance coverage as, and within the time, required by the Contract Documents for the above-named project, which Contract Documents are incorporated herein by this reference, then this obligation shall be null and void; OTHERWISE, it shall remain in full force and effect, and if Obligee shall make such an award to Principal and Principal shall fail to execute, or caused to be executed and delivered to Obligee said instruments as required by the Contract Documents, then surety will pay Obligee the full sum of the bond

No extension of time granted to the Principal and no change or alteration in any of the terms of the bid or bid requirement, whether made after notice or not, shall release or otherwise affect the obligations of Surety hereunder, and Surety waives notice of any such extension, change, or alteration. Surety, by the execution of this bond, represents and warrants that this bond has also been duly executed by Principal with proper authority, and Surety hereby waives any defense which it might have by reason of any failure of Principal to execute or properly execute this bond.

In the event suit is brought upon this bond by Obligee and judgment is recovered by Obligee, court costs, including reasonable attorneys' fees, shall be an additional obligation of this bond for which Principal and Surety shall be liable.

Signed and sealed the _____ day of _____, 20_____

_____ _____

_____ _____

PRINCIPAL (Notary Certificate Attached) SURETY (Notary Certificate Attached)

NOTE TO SURETY COMPANY: The following form of acknowledgment should be used. If any other form of acknowledgment is used, there must be submitted a certified copy of unrevoked resolution of authority for the attorney-in-fact.

| |
|---|
| A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document |

NOTARY ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

On _____, before me, _____, a Notary Public in
Name of Notary Public

and for said State, personally appeared _____,
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

_____ (SEAL)
Signature of Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

NOTARY ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

On _____, before me, _____, a Notary Public in
Name of Notary Public

and for said State, personally appeared _____,
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

_____ (SEAL)
Signature of Notary Public

# AGREEMENT FORM

THIS AGREEMENT, entered into as of _____, 20_____, is between the **County of Tehama**, a public entity, organized and existing pursuant to the laws of the State of California (hereinafter called the "COUNTY") and **_____,** (hereinafter called the "Contractor"),

WHEREAS, the Contractor has been awarded the contract for the work hereafter mentioned:

**"Public Works Engineering Building Re-Roof Project"**

WITNESSETH:

That the parties hereto mutually agree to the terms and conditions hereinafter set forth.

I. CONTRACT DOCUMENTS

The Items hereinafter enumerated as the Contract Documents shall form a part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. Work called for in any one Contract Document and not mentioned in another is to be performed and executed the same as if mentioned in all Contract Documents, the table of contents, titles, and headings contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect or limit the interpretations of the provisions to which they refer.

The "Contract Documents", sometimes also referred to as the Contract, consist of the completed Form of Proposal submitted by the Contractor to whom the Contract is awarded, the Instructions to Bidders insofar as they relate to events which will occur or actions to be taken after the submission of the Proposal, this Agreement to which the General Conditions are attached, the General Conditions, the Supplementary Conditions, the Drawings and Specifications and any modifications of any of the foregoing in the form of addenda or otherwise effected in accordance with the terms of the Contract.

The sections of the COUNTY's Specifications and the titles of the Drawings, with their assigned numbers and their date of issue, are listed in the Contract Documents.

II. DEFINITIONS

Unless otherwise specifically provided herein, all words and phrases defined in the General Conditions shall have the same meaning and intent in this Agreement.

III. SCOPE OF THE CONTRACT

The Contractor shall perform, within the time stipulated, the Contract as herein defined, and shall furnish all labor, tools, equipment, apparatus, facilities, labor and material and transportation necessary to perform and complete in a good workmanlike manner to the

satisfaction of the COUNTY, all the work called for, and in the manner designated in, and in strict conformity with, the Contract Documents entitled: “South Avenue Extruded Thermoplastic Striping**.**”

## IV. CONTRACT PRICE

The COUNTY agrees to pay and the Contractor agrees to accept, in full payment for the work included in the Bid the total sum of:

_____ ($_____).
(amount in words)

## V. CONTRACT TIME, COMPLETION, AND CHANGES

### A. Notice to Proceed

Within 90 days of the opening of bids the successful low bidder will be authorized by written notice to proceed with the work. The bidder shall have no claim against the COUNTY, or its officers, employees, agents, consultants, project manager or architect because of failure to issue the Notice to Proceed.

### B. Commencement and Prosecution of Work

The Contractor shall commence the work on or before 10 days from and after the date specified in the written "Notice to Proceed," and will diligently prosecute the work to final completion. Said Notice to Proceed shall be issued following execution of the Agreement, the filing by the Contractor of the required bonds and proof of insurance. The continuous prosecution of work by the Contractor shall be subject only to delays as defined in this section of this Agreement.

### C. Time of Completion

The entire work shall be brought to substantial completion in the manner provided for in the Contract Documents in a period of 90 calendar days from and after the date assigned in the Notice to Proceed. The date, 90 calendar days from and after the date of the Notice to Proceed, shall be hereinafter called the "Estimated Completion Date" unless extensions of time are granted in accordance with the Contract Documents for Category A or B Delays as defined in this section of this Agreement. Failure to substantially complete the work within the above times and in the manner provided for by the Contract Documents shall subject the Contractor to liquidated damages as hereinafter stipulated in this Agreement. Time is and shall be of the essence in these Contract Documents.

### D. Changes in the Work

Changes in the work made and extensions of time of completion made necessary by reason thereof shall not in any way release any guarantee given by the Contractor pursuant to the provision of the Contract Documents, or the contract

let hereunder, nor shall such changes in the work relieve or release the Sureties on bonds executed pursuant to the said provisions. The Sureties, in executing such bonds, shall be deemed to have expressly agreed to any such change in the work and to any extension of time made by reason thereof. The COUNTY agrees that no changes in the work shall be ordered which will necessitate an extension of the substantial completion time beyond the fixed completion date.

E. Extensions of Time

In the event it is deemed necessary by the COUNTY to extend the time of substantial completion of the work to be done under this contract beyond any required dates of completion herein specified, such extensions shall in no way release any guarantee given by the Contractor pursuant to the provisions of the Contract Documents, or the contract let hereunder, nor shall such extension of time relieve or release the sureties on the bonds executed pursuant to said provisions. The sureties in executing such bonds shall be deemed to have expressly agreed to any such extension of time. The amount of time allowed in any Extension of Time shall be limited to the period of the delay-giving rise to the same as determined by the COUNTY.

F. Prevailing Wages

Pursuant to Section 1770 et seq. of the Labor Code the Contractor for the work will be required to pay, at least, the general prevailing wage rates as determined by the Director of the Department of Industrial Relations of the State of California. Questions pertaining to the general prevailing wage rates should be directed to the Division of Labor Statistics and Research, P.O. Box 603, San Francisco, CA 94101, Ph. (415) 703-4774.

G. Category A Delays

For the purpose of these Contract Documents, the term "Category A Delays" shall mean, and is limited to, delays caused directly by acts of God; acts of the public enemy; fire, riots, insurrections; epidemics; quarantine restrictions; strikes; lockouts; sit-downs; acts of a governmental agency; priorities or privileges established for the manufacture, assembly or allotment of materials necessary in the construction of the work by order, decree or otherwise of the United States or by any department, bureau, commission, committee, agent, or administrator of any legally constituted public authority; changes in the work ordered by the COUNTY insofar as they necessarily require additional time in which to substantially complete the work; the prevention by the COUNTY of the Contractor from commencing or prosecuting the work because of the acts of others, excepting the Contractor's subcontractors; or the prevention of the Contractor from commencing or prosecuting the work because of a city-wide failure of public utility service.

Inclement weather shall not be a prima facie reason for the granting of an extension of time, and the Contractor shall make every effort to continue work under

prevailing conditions. The COUNTY may, however, grant an extension of time if an unavoidable delay as a result of inclement weather in fact occurs, and such shall then be classified as a "Category A Delay".

The term "Category A Delay" shall specifically not include (i) any delay which could have been avoided by the exercise of care, prudence, foresight and diligence on the part of the Contractor; (ii) any delay in the prosecution of parts of the work, which may in itself be unavoidable but which does not necessarily prevent or delay the prosecution of other parts of the work, nor substantial completion of the whole work within the time specified; (iii) any reasonable delay resulting from time required by the COUNTY for review of plans submitted by the Contractor and for the making of surveys, measurements and inspection; and (iv) any delay arising from an interruption in the prosecution of the work on account of the reasonable interference from other contractors employed by the COUNTY which does not necessarily prevent the completion of the whole work within the time specified.

H. Category B Delays

For the purposes of these Contract Documents, the term "Category B Delays" shall mean delays caused directly by loss or damage to the project caused by the perils covered by the Builder's Risk insurance provided for by the Agreement or by any war declared by an enactment of the Congress of the United States of America.

## VI LIQUIDATED DAMAGES

The provisions for Liquidated Damages appearing in the General Conditions, Article 12, are incorporated by reference as if fully set forth herein. Liquidated damages of $250.00 per day will be charged the Contractor for each day of delay beyond the substantial completion date.

## VII NOTICE OF DELAY

The Contractor shall promptly notify the COUNTY in writing of any anticipated delay in the prosecution of the work, and, in any event, promptly upon the occurrence of a delay. Said notice shall constitute an application for an extension of contract time only if it is in compliance with the provisions of Article 12. Failure by the Contractor to make a timely request will result in a waiver of the right to such extension. Contractor shall take notice of General Conditions, Article 12, affecting the time period in which to claim an extension of the contract time for physical conditions and limitations set forth in the General Conditions, Article 12. The COUNTY may take steps to prevent the occurrence of continuance of the delay and/or may determine to what extent the completion of the work is delayed thereby.

## VIII NO WAIVER OF RIGHTS

Neither the inspection by the COUNTY or its agents, nor any order or certificate for the payment of money, nor any payment for, nor acceptance of the whole or any part of the

work by the COUNTY, nor any extensions of time, nor any position taken by the COUNTY or its agents shall operate as a waiver of any provision of this Contract, or of any power herein reserved to the COUNTY or any right to damage herein provided, nor shall any waiver of any breach of this Contract be held to be a waiver of any other or subsequent breach. All remedies provided in this Contract shall be taken and construed as cumulative, that is in addition to each and every other remedy herein provided; and the COUNTY shall have any and all equitable and legal remedies which it would in any case have.

IX AGREEMENT CONTROLS

In the event of a conflict between the Contract Documents, the conflict shall be resolved by giving precedence in the following order: (1) This Agreement Form; (2) the General Conditions and General Requirements; (3) the Supplementary Conditions; (4) the Notice to Contractors; (5) the Instructions to Bidders; (6) the Technical Specifications text; (7) the Drawings (Plans).

**CERTIFICATION**

**COUNTY:**

BY: _____ DATED_____

CHAIRMAN, TEHAMA COUNTY
BOARD OF SUPERVISORS

**CONTRACTOR**

BY: _____ DATED_____

Contractor

# PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: That, WHEREAS, the COUNTY OF TEHAMA (hereinafter called "County"), has conditionally awarded to (here insert full name and address or legal title of Contractor)

_____
_____
_____

As Principal (hereinafter called "Contractor") a Contract for "**Public Works Engineering Building Re-Roof Project**", in the said Tehama County, in accordance with and consisting of the specifications prepared by the County of Tehama, at 9380 San Benito Ave., Gerber, CA 96035, which Contract also consists of all other parts of the Contract Documents for said project, which Contract is made a part hereof by reference, and is hereinafter referred to as the Contract, and WHEREAS said Contractor is required under the terms of said Contract to furnish a bond for the Faithful Performance of said Contract,

NOW, THEREFORE, we the Contractor and (here insert full name and address or legal title of Surety)

_____
_____
_____

as Surety (hereinafter called "Surety") are held and firmly bound unto County of Tehama, California (hereinafter called "County") in the sum of _____ Dollars ($_____), in lawful money of the United States, for the payment of which sum well and truly to be made Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, unless the above bounden Contractor, his heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and will and truly keep and perform the covenants, conditions and agreements in additions or alterations thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless County, Architect and their employees and their consultants, and their agents, as therein stipulated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Contractor agrees not to assign this Contract except upon the written consent and approval of the County or their successor and assigns.

And 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 obligations on this bond, and it does hereby waive notice of any such change, extension of The Principal and Surety do hereby represent, warranty and guarantee, that

the Surety is an “Admitted surety” as that term is, or may be, defined by California statute, regulation or the Department of Insurance.

IN WITNESS THEREOF, the above bounden parties have executed this instrument under their several seals this _____day of _____, 20____, the name and corporate seal of each corporate party being affixed hereto and these presents duly signed by its undersigned representatives, pursuant to its governing body.

SIGNED AND SEALED THIS _____ day of _____, 20_____.

_____
Print name of Contractor

By _____
Signature

_____
Title of Signer

_____
Surety Name

By _____
Attorney-in-Fact
(Acknowledgment by Notary Public required)

_____
Title

(SURETY SEAL)

NOTE TO SURETY COMPANY:

The following form of acknowledgment shall be used. If any other form of acknowledgment is used, there must be submitted a certified copy of unrevoked resolution of authority for the attorney-in-fact for each bond issued.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

NOTARY ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

On _____, before me, _____, a Notary Public in
Name of Notary Public

and for said State, personally appeared _____,
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

_____ (SEAL)
Signature of Notary Public

# LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That WHEREAS, the COUNTY of TEHAMA has awarded to (here insert the full name and address or legal title of Contractor)

_____

_____

_____

hereinafter called "Contractor") a Contract for "____Public Works Engineering Building Re-Roof Project_____", in the said Tehama County, in accordance with and consisting in part of plans and specifications prepared by Tehama County Public Works, which Contract also consists of all other parts of the Contract Documents for said project, which Contract is made a part hereof by reference, and is hereinafter referred to as the Contract, and WHEREAS said Contractor is required under the terms of said Contract to furnish a bond in connection with said contract, providing that if said Contractor, or any of his subcontractors, shall fail to pay for any materials, provisions, pro vendor or other supplies, or equipment used, 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, then the Surety on this Bond will pay for the same in an amount not exceeding the sum specified in this Bond, and also, in case suit is brought upon the Bond, a reasonable attorney's fee to be fixed by the Court.

NOW, THEREFORE, we the Contractor and (here insert full name and address or legal title of Surety)

_____

_____

_____

as Surety (hereinafter called "Surety") are held and firmly bound unto the County of Tehama, California (hereinafter called "County") in the sum of _____Dollars ($_____), in lawful money of the United States, for the payment of which sum, well and truly to be made, Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if said Contractor, his heirs, executors, administrators, successors or assigns, or his subcontractors, shall fail to pay for any materials, provisions, provender or other supplies, or equipment 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 shall fail to pay any other amount due to any person named in Section 9100 of the Civil Code, or shall fail to pay any amounts due under the Unemployment Insurance Act with respect to such work or labor performed by any such person, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his/her subcontractors pursuant to Section 18664 of the Revenue and Taxation Code, with respect to such work and labor, then the Surety on this Bond will pay for the same, in an amount not exceeding the sum specified in this Bond, and also, in case suit is brought upon this Bond, a reasonable attorney's fee to be fixed by the Court.

This Bond shall insure to the benefit of any and all persons, companies, corporations, political subdivisions and State agencies, entitled to file claims under the provisions of Section 9100 of the Civil Code of the State of California, as now in effect and as the same may be

amended or superseded from time to time, so as to give a right of action to them, or their assigns, if any suit is brought upon this Bond.

And the said 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 obligations 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.

The Principal and Surety do hereby represent, warranty and guarantee, the Surety is an "Admitted Surety" as that term is, or may be defined by California statute, regulation or the Department of Insurance.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being affixed hereto and these present duly signed by its undersigned representative, pursuant to authority of its governing body.

SIGNED AND SEALED THIS _____ day of _____, 20_____

_____
Print name of Contractor

By_____
Signature

_____
Title of Signer

_____
Surety Name

By_____
Attorney-in-Fact
(Acknowledgment by Notary Public required)

_____
Title

(SURETY SEAL)

NOTE TO SURETY COMPANY:

The following form of acknowledgment shall be used. If any other form of acknowledgment is used, there must be submitted a certified copy of unrevoked resolution of authority for the attorney-in-fact for each bond issued.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA )
) ss.
COUNTY OF TEHAMA) )

On _____, before me, _____, a
Name of Notary Public
Notary Public in and for said State, personally appeared _____
Name(s) of Signer(s)
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the forgoing paragraph is true and correct.

WITNESS my hand and official seal

_____ (SEAL)
Signature of Notary Public

# GENERAL CONDITIONS

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## ARTICLE 1 - DEFINITIONS

Whenever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

1.1 Agreement - The written and signed contract between the County and the General Contractor that is entitled "Agreement."

1.2 Application for Payment - The form furnished by the County to be used by the Contractor in requesting progress payment. This includes the schedule of values and an affidavit of Contractor that progress payments received on account of the work have been applied by Contractor to discharge in full all of the Contractor's obligations as reflected in prior Applications for Payment and otherwise.

1.3 Architect - The person licensed by the State of California (architect or engineer) who is fully responsible for the Contract Drawings and Project Manual, Addenda and modifications.

1.4 Bid - The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the work to be performed.

1.5 Bidder - Any person, firm or corporation, licensed in the State of California, submitting a bid for the work.

1.6 Bonds - Bid, performance, and *labor and material* payment bonds and other instruments of security, including lien and stop-notice bonds, furnished by the Contractor and his Surety in accordance with the Contract Documents.

1.7 Calendar Day (or "Day") - A day of twenty-four hours measured from one midnight to the next midnight, Pacific time. Unless otherwise indicated, a "day" shall mean a calendar day.

1.8 Change Order - A written order, issued by the Project Manager to Contractor, signed by the Project Manager, Architect and County authorizing an addition, deletion or revision in the work, or an adjustment in the contract price or the contract time.

1.9 Contract Completion Date - The date established in the Contract Documents for the completion of the construction phase of the project, namely, the Estimated Completion Date and Fixed Completion Date.

1.10 Contractor - The person, firm or corporation with whom County has executed the Agreement and who is fully responsible for the performance of the work.

1.11 Contract Documents - The Agreement, Addenda, Contractor's Bid, the Bonds, and Notice of Award, these General Conditions, Supplementary Conditions, Specifications, Plans, Drawings and Modifications. The Contract Documents form the Contract for Construction. This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be modified or amended only by a Modification as defined in these General Conditions.

1.12 Contract Price - The total amount stated in the Agreement as payable to Contractor for the performance of the work under the Contract Documents, including authorized adjustments thereto.

1.13 Contract Time - The total amount stated in the Agreement for the completion of the work.

1.14 County – County of Tehama, a public entity organized and existing pursuant to the laws of the State of California and the Owner of the Project.

1.15 Drawings - The drawings and/or plans which show the character and scope of the work to be performed, and which have been prepared or approved by the Architect and are referred to in the Contract Documents.

1.16 Field Order - A written order issued by the Project Manager which clarifies or interprets the Contract Documents in accordance with paragraph 9.2, or orders minor changes in the work in accordance with paragraph 11.3.

1.17 Furnish - To “supply and deliver to the Project site, ready for unloading, unpacking, assembly, installation, and similar operations.”

1.18 General Conditions - That part of the Contract Documents which sets forth many of the rights, responsibilities and relationships of the parties involved or of the contract.

1.19 General Requirements - The General Requirements are contained in Division 1 of the Specifications in these Contract Documents. The General Requirements are the administrative functions which the Contractor is bound to perform by the Contract.

1.20 Inspector - An authorized representative of the Tehama County who is assigned to make a detailed inspection of any or all portions of the work or materials thereof.

1.21 Install - Describes operations at project site including the actual “unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.”

1.22 Instructions to Bidders - That part of the Bidding Requirements which contain the format of the bid, and the availability of the Contract Documents.

1.23 Notice of Award - The written notification to the Contractor, from the Owner, of the Owner's intent to execute the Contract.

1.24 Notice to Bidders - A notice contained in the Bidding Requirements informing prospective bidders of the opportunity to submit bids on a project and setting forth the procedures for doing so.

1.25 Notice to Proceed - The written notice given by the County to Contractor fixing the date on which Contractor shall start to perform his obligations under the Contract Documents.

1.26 O.P.C.I. - Owner purchased/Contractor receives, stores, and installs.

1.27 Per - In accordance with or in compliance with.

1.28 Progress Payment - Payment for work completed by measuring the work in place and applying the percentage complete of the measured amount to a previously agreed unit cost to determine the total payment.

1.29 Project - The entire work to be performed as provided in the Contract Documents.

1.30 Project Manager - The authorized representative of Tehama County.

1.31 Project Manual - A part of the Contract Documents containing Introductory Information, Bidding Requirements, Contracting Requirements, Specifications, and Opening and Room Finish Schedules bound in one or more volumes.

1.32 Project Work Schedule - A diagram showing proposed times of starting and completing various elements of the work.

1.33 Provide - “To furnish and install, complete and ready for the intended use.”

1.34 Punch List - A list, made near the completion of work, indicating items to be furnished or work to be performed by the Contractor or Subcontractor in order to complete the work as specified in the Contract Documents.

1.35 Schedule of Values - A statement furnished by the Contractor to the Project Manager reflecting the portions of the contract sum allotted for the various parts of the work.

1.36 Shop Drawings - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a subcontractor, manufacturer, supplier or distributor and which illustrate in detail the equipment, material or some portion of the work.

1.37 Specifications - The portion of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the work.

1.38 Subcontractor - An individual, firm or corporation having a direct contract with the Contractor, or with any other subcontractor, for the performance of a part of the work.

1.39 Substantial Completion, Date of - The date as certified by the County in a Notice of Completion pursuant to paragraph 14.8 of these General Conditions.

1.40 Work - The completed construction in the manner required by the Contract Documents. This includes without limitation all labor, services, and supervision necessary or appropriate to produce such construction, all materials, supplies and equipment incorporated or to be incorporated in such construction, and all obligations, duties and responsibilities with respect to such construction set forth in the Contract Documents.

1.41 Working Day - Any day not a legal holiday, Saturday or Sunday.

## ARTICLE 2 - PRELIMINARY MATTERS

2.1 Execution of Agreement:

2.1.1 The Agreement and such other Contract Documents as designated by the County, shall be executed in three counterparts and delivered by the Contractor to the County within fifteen (15) days of the Notice of Award. County will execute and deliver one counterpart to Contractor within ten (10) days of receipt of the executed Agreement from Contractor.

2.2 Delivery of Bonds:

2.2.1 Prior to execution of the Agreements by the Contractor, Contractor shall deliver to County such Bonds as he is required to furnish in accordance with the Contract Documents.

2.3 Copies of Documents:

2.3. 1 County shall furnish to Contractor 5 copies of the Contract Documents for the execution of the work. Additional copies will be furnished at cost of reproduction upon request.

2.4 Contractor's Pre-Start Representations:

2.4.1 Contractor represents that he has familiarized himself with, and assumes full responsibility for having familiarized himself with, the nature and extent of the Contract Documents, work, locality and with all local conditions including federal, state and local laws, ordinances, rules and regulations that may in any manner affect performance of the work, and represents that he has correlated his study and observations with the requirements of the Contract Documents.

2.4.2 Contractor also represents that he has familiarized himself with all surveys and investigation reports of surface and latent physical and that he has correlated the results of all such data with the requirements of the Contract Documents.

2.5 Commencement of Time; Starting the Project

2.5. 1 The contract time will commence on the date fixed by the Notice to Proceed. The Contractor shall start to perform the work under the Contract Documents on or before the tenth working day after the date assigned in the Notice to Proceed.

2.5.2 The provisions set forth in Section VI of the Agreement are incorporated by reference as if fully set forth herein.

2.6 Before Starting Construction:

2.6. 1 The Contractor shall carefully study and compare the Contract Documents; check and verify pertinent figures shown thereon; and verify all applicable field measurements prior to undertaking each part of the work. He shall at once report in writing to the Project Manager any conflict, error or discrepancy which he may discover. Contractor shall be responsible for exercising reasonable care and skill in reviewing the Contract Documents to determine whether there is any conflict, error or discrepancy therein, and shall be responsible for notifying the Project Manager. No claim for additional compensation shall be made by the Contractor for extra work created by Contract Document conflicts, errors or discrepancies which a reasonable Contractor would have discovered prior to commencing work.

2.6.2 Contractor shall submit the required Schedule of Values and activity cost information in accordance with the General Requirements of these specifications.

2.6.3 The Contractor shall furnish the County all certificates of insurance required by the Contract Documents after the "Notice of Conditional Award" and prior to the "Notice to Proceed," in types and amounts set forth in Article 5.

## ARTICLE 3 - CORRELATION, INTERPRETATION, AND INTENT OF CONTRACT DOCUMENTS

3.1 It is the intent of the Contract Documents to describe a complete project to be constructed. As stated in paragraph 1.11, the Contract Documents comprise the entire contract between County and Contractor. They may be altered only by a Modification, as defined in paragraph 1.11.

3.2 The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Work not specifically covered in the Contract Documents shall nonetheless be required if it is consistent therewith and is reasonably inferable therefrom as being necessary or appropriate to produce the intended results. Should the Contractor discover a conflict, error, or discrepancy in the Contract Documents, he (she) shall immediately call it to the attention of the County in writing before proceeding with the work affected. Contractor agrees that proceeding with work without first giving such notice shall constitute a waiver by Contractor of any claim for additional time or money. Where there is a conflict, the Contract Documents, Specifications shall govern over the drawings; figure dimensions and drawings shall govern over scale drawings. Words and abbreviations that have technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

## ARTICLE 4 - AVAILABILITY OF LANDS, PHYSICAL CONDITIONS, *AND* REFERENCE POINTS

4.1 Availability of Lands:

4.1.1 County shall furnish the lands upon which the work is to be done, right-of-way for access thereto, and other such lands which are designated in the Contract Documents for the use of the Contractor. Contractor shall provide all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.2 Physical Conditions:

4.2.1 The Contractor shall immediately, and before any such conditions are disturbed, notify the Project Manager in writing of subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents; or unknown and unforeseen physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents. The Project Manager shall promptly investigate the conditions, and if he finds that such conditions do materially so differ to cause an increase or decrease in the time required for performance of the work, an appropriate adjustment in Contract Time may be made in accordance with Article 12 of these General Conditions. The Contract Documents may be modified by Change Order accordingly. In no event shall Contractor be entitled to increased compensation for such differing conditions, unless provided for in such Change Order.

4.2.2 No increase of time under paragraph 4.2 shall be allowed unless the Contractor shall have given the written notice described in paragraph 4.2.1 not later than 24 hours after such conditions are discovered, and before such conditions are disturbed. Contractor shall not proceed with the work affected by such conditions until directed in writing by Project Manager. Furthermore, no increase shall be given unless it is shown that Contractor's own investigation was done competently and did not disclose the error or condition. Failure of Contractor to give written notice and providing an opportunity for the Project Manager to investigate shall constitute a waiver by Contractor of any claim for additional time or money.

4.2.3 Groundwater, in whatever amount or condition, shall be deemed usual and ordinarily encountered and generally recognized as inherent in the work of the character provided for in the Contract Documents. Dewatering is the responsibility of the Contractor. No claim for a Modification of Contract time or price will be allowed for such conditions.

4.3 Reference Points:

4.3.1 County shall provide engineering reference points as shown on the plans for construction. Contractor shall be responsible for surveying and laying out work unless otherwise provided in the Contract Documents, and shall protect and preserve the established reference points and shall not change or relocate them without the prior written approval of Project Manager. Contractor shall report to Project Manager whenever any reference point is lost or destroyed or requires relocation because of changes in grades or locations. The cost of replacing and accurately relocating all reference points so lost, destroyed or moved shall be borne by the Contractor.

## ARTICLE 5 - BONDS AND INSURANCE

5.1 Contractor's Liability Insurance

5.1.1: Contractor shall obtain and maintain continuously comprehensive general liability insurance and/or other insurance necessary to protect the public with limits of liability of not less than $1,000,000 combined single limit bodily injury and property damage per occurrence with a $1,000,000 combined single limit annual aggregate with appropriate coverage endorsements to include broad-form contractual, broad form property damage, contractor's protective, product/completed operations, auto and non-owned auto, personal injury, and fire-legal liability where applicable. The general aggregate limit shall apply separately to this project, or Contractor shall provide insurance with a general aggregate limit of $2,000,000.

5.1.2 The Contractor, upon notification of receipt by the County of any cancellation notice shall file with the County a replacement certificate with another insurance company meeting the financial requirements of the County and the coverage requirements. Failure to maintain any of the above required insurance shall require the immediate discontinuation of work until replacement insurance is furnished to the County. All payments due or that become due will be withheld until notice of replacement is received. Any failure to maintain insurance will be sufficient cause for termination of the contract.

5.1.3 Automobile Liability Insurance: Contractor shall carry Bodily injury and Property Damage liability including coverage for owned, hired and non-owned automobiles. The limits of liability shall be not less than $1,000,000 Bodily Injury, $300,000 Property Damage or $1,000,000 Combined Single Limit Bodily Injury and Property Damage

5.1.4 As evidence of the insurance required by this agreement, certificates of workers compensation, general liability and automobile liability shall be furnished to the County before any work is commenced by the Contractor.

5.1.5 General Liability and Automobile Liability insurance shall include "County of Tehama, its elected officials, officers, and employees as an additional insured", and shall not be reduced or canceled without 30 days written prior-notice certain to the County. Contractor shall provide the County a certificate of insurance and an additional insured endorsement as evidence of insurance protection provided which lists "County of Tehama" as the certificate holder. Insurance certificates provided by any insurance company or underwriter shall not contain the language "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company", or similar language. If Contractor has employees, he/she shall obtain and maintain continuously workers' compensation insurance to cover Contractor and Contractor's employees and partners.

5.2 Builders Risk Insurance

The Contractor will not be required to obtain Builder's Risk Insurance. The Contractor will be responsible for building materials not installed and for the Contractor's tools, other equipment or supplies. The Contractor shall also be required to protect the construction project as stipulated elsewhere in this contract.

5.3 Performance, Payment, and Other Bonds

5.3.1 Prior to the commencement of any work, Contractor shall furnish performance and payment bonds as security for the faithful performance and payment of all Contractors' obligations under the contract documents. These bonds shall be in amounts at least equal to the contract price and in a form satisfactory to County. Surety company providing said bonds shall have a Best financial rating of at least A-: VII and be licensed in the State of California.

5.3.2 If at any time the Surety on any bond furnished by Contractor is adjudicated bankrupt, commences any proceeding under the Bankruptcy law of the United States, becomes insolvent, makes a general assignment for the benefit of creditors or has its right to do business terminated in California, or for any other reason is unable or unwilling to continue in business, Contractor shall within five calendar days thereafter substitute another bond in a Surety who meets the County's financial rating requirement.

5.4 Responsibility for Damage:

5.4.1 Approval of the Contractor's insurance by the Owner shall not decrease the extent to which the Contractor or any subcontractor may be held responsible for payment of any and all damages resulting from Contractor's operations.

5.4.2 The Contractor shall assume the defense of and indemnity and save harmless Tehama County, its elected officials, officers and employees, as well as the Project Manager, Architect and the officers, agents and employees of each of them, from any and all loss, liability or damage including attorney's fees and from all suits, actions, damages or claims of every nature and description to which they may be subjected or put by reasons of injury to persons or property arising out of, in connection with, or incident to the execution of the work or resulting from the active or passive negligence or carelessness on the

part of the Contractor, Contractor's employees or agents in the delivery of materials and supplies by its employees or agents, including any failure to fulfill the terms of all laws and regulations which apply to this Contract together with any infringement or alleged infringement of the patent rights of any person or persons, firm or corporation in consequence of the use in or about the said work of any article or materials; and the County shall have the right to estimate the amount of such damage and to cause the Contractor to pay same, and the amount to be paid for such damage shall be deducted from the money due to the Contractor under this Contract; or the whole or so much of the money due or to become due to the Contractor under this Contract, as may be considered necessary by the County, shall be retained by the County until such suits or claims for damages shall have been settled or otherwise disposed of and satisfactory evidence to that effect furnished to the County. Contractor shall assume the defense of and indemnity and save harmless Tehama County, its elected officials, officers and employees, as well as the Architect, Project Manager and the officers, agents and employees of each of them in respect to any mechanics lien, foreclosure actions filed by any subcontractor or material man relative to the construction.

## ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.1 Supervision and Superintendent:

6.1.1 Contractor shall supervise and direct the work effectively, efficiently and with his best skill and attention. He shall have sole responsibility for the means, methods, techniques, sequences, procedures of construction, and for coordinating all portions of his work under the Contract Documents. Contractor shall be responsible for the finished work complying accurately with the Contract Documents.

6.1.2 The Contractor shall designate in writing, before starting work, the name, qualifications and experience of his proposed representative who must be approved by the Project Manager. Said representative shall have authority to represent and to act for the Contractor. Said authorized representative shall be present at the site of work at all times while work is in progress. Arrangements for responsible supervision, acceptable to Project Manager, shall be made for emergency work required during periods when work is suspended.

6.1.3 The Contractor shall notify the Project Manager, in writing, when he desires to change his representative. He shall provide all necessary information regarding his new representative when submitting request for approval. Any substitute representative shall require the approval of the Project Manager, which may not be unreasonably withheld.

6.1.4 In emergencies when the Contractor or his authorized representative is not present on any particular part of the work, directions will be given by the Project Manager and obeyed by the superintendent or foreman in charge of the particular work. Such directions will be confirmed in writing to the Contractor's authorized representative.

6.1.5 The Contractor shall identify, in writing, the individuals who are authorized to sign Change Orders to the Contract.

6.1.6 The Contractor shall remove his representative from the work and propose a substitute if Project Manager reasonably concludes that such representative is unable or unwilling to properly supervise the work in such a manner as to ensure its timely and successful completion in accordance with Contract Documents.

6.1.7 The Contractor shall maintain daily job site activity logs which record: location and number of all manpower on the site by his own and subcontractors' forces; all work being performed and whether such work is part of the base contract or change order; all work being performed and whether such work is part of the base contract or change order; all construction equipment in use, and not in use, and reasons why not in use; weather and site conditions; and delays or obstructions to the work. The Contractor shall sign the log representing that the information contained therein is true, accurate and complete.

6.2 Verified Reports

6.2.1 The Contractor shall completely fill out, sign and date the appropriate Verified Reports, as required by Sections 4-214, 4-240 and 4-249 of Title 24, Part I, California Code of Regulations. Copies of these reports shall be sent to the County.

6.3 Labor, Materials and Equipment

6.3.1 Contractor shall provide competent, suitable qualified personnel to survey and lay out the work and perform construction as required by the Contract Documents. Contractor shall at all times enforce strict discipline and good order on the project. He shall not employ on the work any unfit person or anyone not skilled in the task assigned to him.

6.3.2 Contractor shall furnish all materials, equipment, labor, transportation, and machinery, tools, appliances, other facilities and incidentals necessary for the execution, testing, initial operation and completion of work.

6.3.3 All materials and equipment incorporated in the work shall be new, except as otherwise provided in the Contract Documents. If required by Architect or Project Manager, Contractor shall furnish satisfactory evidence as to the kind, quality, source and purchase of materials and equipment.

6.3.4 All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instruction of the applicable manufacturer, fabricator or processors.

6.4 Substitute Materials or Equipment:

6.4.1 The Specifications may permit Contractor to furnish or use a substitute that is equal to any material or equipment specified. Unless otherwise expressly provided in the Specifications, in accordance with Public Contract Code section 3400, whenever the contract documents refer to a named manufacturer or named product, the named manufacturer or named product shall be deemed to be followed by the words “or equal” so that bidders may furnish any equal material, product, thing, or service in accordance with the procedures set forth herein. If the Contractor wishes to furnish or use a proposed substitute, he shall, promptly and within 20 days of the Notice to Proceed, make written application to the Architect for approval of such substitute, certifying and warranting in writing that the proposed substitute will perform the functions called for by the Contract Documents, be of the same quality as that specified and be suited to the same use. Contractor shall state whether or not its incorporation in or use in connection with the project is subject to payment of any license fee or royalty and also shall identify all variations of the proposed substitute from that specified and indicate available maintenance service. No substitute shall be ordered or installed without the written approval of the Architect whose decision as to substitutions shall be final and conclusive. Architect may require Contractor to furnish other such data about the proposed substitute that Architect considers pertinent.

6.4.2 No substitution shall be ordered or installed without such supplemental performance guarantee and bonds as County may require, all of which shall be furnished at Contractor's expense. Contractor shall be responsible for determining the required delivery date for incorporation into the work and shall certify that this date has been confirmed with the supplier of the substituted item.

6.5 Subcontractors:

6.5.1 Contractor shall investigate and assure himself and the County of the experience and skill of all subcontractors performing work specified by the Contract Documents as well as the financial stability of such subcontractors. Contractor shall not recommend any subcontractor or other person or firm, whether initially or as a substitution against whom County, at County's sole discretion, may have reasonable objection. If County who has no duty to investigate, but has the right to do so, after due investigation, has a reasonable objection to any subcontractor, supplier or material man proposed by Contractor, Contractor shall propose an acceptable substitute.

6.5.2 Contractor shall be fully responsible for all acts and omissions of his subcontractors, and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between the County, Project Manager or Architect and any subcontractor, or other person or organization having a direct contact with the Contractor, nor shall it create any obligation on the part of County, Project Manager or Architect to pay or see to the payment of any monies due any subcontractor or other persons or organizations.

6.5.3 The divisions and sections of the Specifications and the identifications of any Drawings shall not control the Contractor in dividing the work among subcontractors or delineating the work to be performed by any specific trade. Neither the Architect, nor Project Manager, nor County will act as arbiter to determine subcontract limits.

6.5.4 Contractor agrees to bind specifically every subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the County including, but not limited to, all time and notification requirements.

6.5.4 All work performed for Contractor by a subcontractor shall be pursuant to an appropriate agreement between Contractor and subcontractor which shall contain provisions for the waiver of all rights the contracting parties may have against one another for damages caused by fire or other perils covered by insurance. Contractor shall pay each subcontractor a just share of any such insurance moneys received by Contractor.

6.6 Patent Fees and Royalties

6.6.1 Contractor shall pay license fees and royalties and assume all costs incident to the use, in the performance of the work, of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, device or product is specified in the Contract Documents for use in the performance of the work, and to the actual knowledge of County and Architect its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by County in the Contract Documents. Contractor shall indemnify and hold harmless County, Project Manager, their employees, officers and agents, and Architect, his consultants, and anyone directly or indirectly employed by either of them from and against consultants' and other experts' fees and expenses arising out of any infringement of patent rights incident to the use in the performance of the work or resulting from the incorporation in the work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with alleged infringement of such rights.

6.7 Permits & Utility Costs:

6.7.1 Permits: Contractor shall be responsible to obtain all building permits, construction permits, fugitive dust permits, fees and licenses necessary for the prosecution of the work. The County will make payment of permit fees directly to the permitting agency. The Contractor shall be responsible for all delays in obtaining all permits, licenses, and utility connection agreements. No delay claim may be made by Contractor for any delay in obtaining any permit, license or utility connection agreement.

6.8 Laws and Regulations:

6.8.1 Contractor shall give notices and comply with all laws, ordinances, rules and regulations applicable to the work. Contractor shall use reasonable care and skill in determining whether or not the Specifications or Drawings are at variance therewith, and, if he observes such variance, he shall give the Project Manager and Architect prompt written notice thereof. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Project Manager and Architect, he shall bear all costs arising therefrom.

6.9 Taxes:

6.9.1 Contractor shall pay all sales, consumer use and other similar taxes required to be paid by him in accordance with the law of the place where the work is to be performed.

6.10 Use of the Premises:

6.10.1 Contractor shall confine his equipment, the storage of materials and equipment and the operations of his workmen to areas permitted by law, ordinance, permits or the requirements of the County and of the Contract Documents, and shall not unreasonably encumber the premises with materials or equipment.

6.10.2 Contractor shall not load nor permit any part of any structure to be loaded with weight that will endanger the structure, nor shall he subject any part of the work to stresses or pressure that will endanger it.

6.11 Record Drawings:

6.11.1 Contractor shall keep one current record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to the Architect and Project Manager at all times, and shall be reviewed monthly concurrent with the Progress Payment Request. Upon completion of the project the Contractor shall deliver the record documents to the Project Manager for review and approval. These record documents shall be prepared in accordance with Section 01720 of the Specifications.

6.12 Safety and Protection:

6.12.1 Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. He shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss:

6.12.1.1 All employees on the work and other persons who may be affected thereby:

6.12.1.2 All the work and all materials or equipment to be incorporated therein, whether in storage on or off the site; and

6.12.1.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, pavements, roadway, structures and utilities not designated for removal, relocation or replacement in the course of construction.

6.12.1.4 The Contractor represents that he has read and is thoroughly familiar with the California State Occupational Safety and Health Act, and regulations for construction promulgated thereunder, and agrees to comply with the Act and all such regulations applicable to the performance of the work. The Contractor accepts the duty of enforcing those regulations by federal, state or County Safety and Health Inspectors at the Contractor's work place at the job site or any area within the limits of construction and of the outcome of any such inspections. Contractor assumes exclusive responsibility for, and agrees to defend, indemnify and hold harmless Tehama County, Project Manager, Architect, and their elected officials, officers, agents, employees, consultants and representatives against all consequences of any violations of those regulations by the Contractor, including the payment of any fine, penalty and interest assessed in connection therewith, any court costs, undertakings, interest, and attorneys', accountants' consultants' and experts' expenses and fees incurred by the County.

6.12.2 Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He shall erect and maintain, as required by the conditions and progress of the work, all

necessary safeguards for its safety and protection. He shall notify owners of adjacent utilities when prosecution of the work might affect them. All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, and/or subcontractor, or anyone employed by them shall be remedied by Contractor at his own expense. Contractor's duties continue until such time as all the work is completed and Project Manager has issued a notice in accordance with paragraph 14.9 that work is acceptable.

6.12.3 Contractor shall designate a responsible member of his organization, at the site, satisfactory to the Project Manager, whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to Project Manager.

6.13 Shop Drawings, Product Data, and Samples:

6.13.1 Shop drawings, product data, and/or samples are required by the Specifications for certain portions of the work. These shall be submitted according to a schedule of submittals to be accepted by the Project Manager and Architect. Where a shop drawing, product data, or sample submittal is required by the Specifications, no related work shall be commenced until the submittal has been reviewed by the Architect. A copy of each reviewed shop drawing and each approved sample shall be kept in good order by Contractor at the site and shall be available to the Project Manager, Architect and Inspector.

6.13.2 The Contractor may submit a request for substitutions. The Contractor shall propose for approval all samples as specified or directed by the Architect. The provisions of subparagraph 6.4 shall apply in such case.

6.13.3 Contractor shall check and verify all field measurements and submit shop or setting coordination drawings in 1/4"=1'0" scale to verify clearances for various trades, and schedules required for the work of the various trades, with such promptness as to cause no delay to the work.

6.13.4 Samples: Unless otherwise specified, submit samples in triplicate and of adequate size to show the quality, type and finish. Label each sample with the manufacturer's name, material name and quality, the Contractor's name, the project name and other pertinent data. Submit, with samples in triplicate a transmittal letter requesting approval. Prepay transportation charges to the Architect's office on samples forwarded.

6.13.5 Contractor shall not order materials until receipt of written approval of shop drawings, product data, and samples.

6.13.6 Project Manager's or Architect's review of shop drawings and samples shall not relieve Contractor from his responsibility for any deviation from the requirements of the Contract Documents. Nor shall any action by Architect relieve Contractor from any responsibility for errors or omissions in the shop drawings.

6.14 Cleaning:

6.14.1 Contractor shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the work, and at the completion of the work he shall remove all waste materials, rubbish and debris from and about the premises, as well as all tools, construction equipment and machinery, and surplus materials. He shall leave the site clean and ready for occupancy by County. Contractor shall restore to original condition those portions of the site not designated for alteration by the Contract Documents.

6.15 Indemnification:

6.15.1 Contractor shall indemnify and hold harmless to the fullest extent permitted by law, Tehama County, Architect, Project Manager and their elected officials, officers, consultants, agents and employees, from and against all claims, damages, losses and expenses, including attorneys', accountants', consultants', and experts' fees and expenses, arising out of or resulting from the

performance of the work attributable to bodily injury, sickness or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and caused in whole or in part by any negligent or other act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether indemnification shall extend to claims, demands, or liability for injuries occurring after completion of the project as well as during the work's progress. Such obligation shall not be construed to negate, abridge or otherwise reduce any other obligation of indemnity which otherwise exists under the Contract Documents or at law as to any party or person described in this paragraph or otherwise.

6.15.2 In any and all claims against Tehama County, Architect, Project Manager, their elected officials, officers, employees, consultants or agents by an employee of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under subparagraph 6.15.1 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor under workmen's compensation acts, disability acts or other employee benefit acts.

6.16 Books and Records:

6.16.1 Contractor shall maintain books, records, documents and other evidence pertinent to the work in accordance with generally accepted accounting principles and practices. Such books, records, documents and other evidence shall be maintained for at least three years after the date of completion of the project. Access to the aforementioned books, records, documents and other evidence shall be available to the County or the Board, or any authorized representative of either, during the course of construction and for at least three years after completion of the project. Suitable facilities shall be provided for said access, and for the inspection and copying thereof.

## ARTICLE 7 - WORK BY OTHERS

7.1 County may perform additional work related to the project or it may award other direct contracts therefore. Contractor shall afford the other persons or contractors who are parties to such direct contracts reasonable opportunity for the storage of materials and equipment and the execution of work. He shall properly connect and coordinate his work with theirs. No claim for time extension will be made by the Contractor due to any alleged problems or difficulties suffered due to work performed by others unless written notice within twenty-four hours of the commencement of said alleged delaying activities is given to the County.

7.2 If any part of Contractor's work depends, for proper execution or results, upon the work of any other such person or contractor, Contractor shall inspect and promptly report to Project Manager and Architect in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results. His failure so to report shall constitute an acceptance of the other work as fit and proper for the relationship of his work, except as to defects and deficiencies which may appear in the other work after the execution of his work.

7.3 Contractor shall do all cutting, fitting, and patching of his work that may be required to make the several parts come together properly and fit to receive or be received by such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work, and will only cut or alter their work with the written consent of the County and of the other contractors whose work will be affected.

7.4 If the performance of additional work by other persons or contractors is not noted in the Contract Documents prior to the execution of the Agreement, written notice thereof shall be given to Contractor prior to starting any such additional work.

## ARTICLE 8 - COUNTY'S RESPONSIBILITIES

8.1 Communications: County will forward all instructions and decisions to Contractor through the Project Manager.

8.2 Right to Stop Work: The County has the right to stop or suspend work, and to award other work.

8.3 Project Manager

8.3.1 The County will designate a Project Manager and assistants to enable it to carry out its responsibilities at the site. The Project Manager is the County's agent and shall act as directed by and under the supervision of the County Administrator.

8.3.2 The Project Manager will be the County's sole authorized representative for the project. All correspondence to Architect from Contractor will be copied to the Project Manager.

8.4 Disputes Resolution

8.4.1 A dispute, or claim, or other matter in question arising out of or relating to the Contract Documents which is not disposed of by agreement shall be decided by the Project Manager promptly and in writing as provided in the Contract Documents. The decision of the Project Manager shall be final and conclusive on the Contractor unless, within 5 days from the receipt of such decision, Contractor submits to Project Manager a written claims submission and documentation as defined in paragraph 8.6 below.

8.5 Disputed Work

8.5.1 Should Contractor object to any decision, order, directive, notice, action, or omission of Project Manager, Contractor may, within 5 days after receipt or occurrence of the same, or before commencing with the disputed work, whichever occurs first, furnish to Project Manager a written notice stating such objections.

8.5.2 Contractor shall furnish to Project Manager, beginning with the first day and at the end of each day detailed hourly records for labor, construction equipment, and services; and itemized records of materials and equipment used that day in performance of the disputed work. Such records shall be of a form approved by Project Manager. Such records shall be signed by Contractor and verified by Project Manager.

8.5.3 Failure by Contractor to furnish such written notice and records specified in 8.5.1 and 8.5.2 shall constitute a waiver of Contractor's right to furnish a claim for the disputed work.

8.6 Claims Submission and Documentation

8.6.1 Contractor may furnish a claim concerning a matter noticed in accordance with 8.5 to Tehama County Administrative Office, 727 Oak Street, Red Bluff CA 96080.

8.6.2 Contractor shall furnish 3 certified copies of claim documentation. The claim documentation shall be complete when furnished. The evaluation of the Contractor's claim will be based on County's records and the Contractor's furnished claim documentation.

8.6.3 Claim documentation shall conform to generally accepted auditing standards and shall be in the following format:

1. General Introduction

2. General Background

3. Issues

    a) Index of Issues

b) For each Issue

1) Background

2) Chronology

3) Contractor's Position (reason for County's potential liability)

4) Supporting Documentation of Merit

5) Supporting Documentation of Damages

4. Critical Path Method Schedules, As-Planned and As-Built

5. Productivity Exhibits

6. Summary of Issues and Damages

8.6.4 Supporting documentation of merit for each issue shall be cited by reference, photocopied, or explained. Supporting documentation may include, but not be limited to general conditions, technical specifications, drawings, correspondence, conference notes, shop drawing, survey books, inspection reports, delivery schedules, test reports, daily reports, subcontracts, fragmentary critical path method schedules, photographs, technical reports, requests for information, field instructions, and other related records.

8.6.5 Supporting documentation of damages for each issue shall be cited, photocopied, or explained. Supporting documentation may include but not be limited to certified detailed labor, materials, equipment, and construction equipment and services costs; purchase orders; invoices; project as-planned and as-built costs; subcontractor payment releases; quantity reports; other related records; general ledger and any other accounting materials.

8.6.6 Each copy of claim documentation shall include the following certification:

1. I certify under penalty of perjury, according to the laws of the State of California that this claim is made in good faith, that the supporting documentation is accurate and complete to the best of my knowledge and belief; and that the amount requested accurately reflects the contract adjustments for which County is responsible.

2. Certification shall be signed in the same manner as the proposal was signed.

8.6.7 Should Contractor be unable to support any part of the claim and it is determined that such inability is attributable to falsity of such certification or misrepresentation of fact or fraud on the part of Contractor, Contractor shall be liable to County for three times the amount of damages which the County sustains, plus the cost of civil action and may be liable to the County for a civil penalty of up to ten thousand dollars for each false claim.

8.7 Decisions on Claims

8.7.1 Claims of Contractor arising under and by virtue of the contract will be decided by the County Steering Committee consisting of the County Administrator, County Counsel, the Architect and the Project Manager who will furnish the decisions to Contractor in writing.

8.8 Release of Undecided Claims

8.8.1 Undecided claims furnished to County Steering Committee before execution of the final release of claims provided in 8.6 and not excepted therefrom shall be deemed released by Contractor upon execution of such release and will not be further considered by County.

8.9 Exhaustion

8.9.1 Contractor must exhaust all remedies and comply with all dispute resolution procedures set forth in paragraph 8.4 prior to filing suit which names the County, Architect, Project Manager or any officer, employee, agent or affiliate thereof.

## ARTICLE 9 - ARCHITECT'S STATUS DURING CONSTRUCTION

9.1 Visits to Site:

9.1.1 Progress and quality of the executed work and to determine if the work is proceeding in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site observations to check quality or quantity of the work. On the basis of on site observations as an Architect, the Architect will keep the Project Manager informed of progress of the work, and will endeavor to guard the County against defects and deficiencies in the work.

9.1.2 Architect and his representatives will have access to the work at all times for the observation of the building operations, including the right to accept or reject materials and/or workmanship. The Architect and his representatives shall perform their duties in accordance with Section 4-213 and 4-217, Title 24, California Code and Regulations.

9.1.3 In cases of emergency the Architect may give directions to the Contractor, his authorized representative, or if neither are available, to the superintendent or foreman in charge of the particular work concerning which directions are given. Such directions will be confirmed in writing by the Project Manager.

9.2 Clarifications and Interpretations:

9.2.1 Architect will issue with reasonable promptness through the Project Manager such written Field Orders, which will clarify or interpret the design intent of the Contract Documents as he may determine

to be necessary. These Field Orders shall not entitle Contractor to any adjustment to the contract price or time.

9.3 Rejecting Defective Work:

9.3.1 Architect and/or the Project Manager will have authority to disapprove or reject work which is "defective" (which term includes without limitation work that is unsatisfactory, faulty, does not conform to the requirements of the Contract Documents, does not meet the requirements of any inspection, test or approval referred to in paragraph 13.2, or has been damaged prior to approval of final payment). He will also have authority to recommend to the Project Manager that he require special inspection or testing of the work as provided in paragraph 13.4, whether or not the work is fabricated, installed or completed.

9.4 Shop Drawings and Samples:

9.4.1 The Architect is responsible for the review of samples. (See paragraph 6.13)

9.4.2 The Contractor shall submit for review, with reasonable promptness, all samples as specified or directed by the Architect. The Architect shall review samples, with reasonable promptness, only for conformance with the design concept of the project and for compliance with information given in the Contract Documents. The work shall be in accordance with reviewed samples.

9.5 Shop Drawings

9.5.1 The Architect shall review, with reasonable promptness, schedules and drawings for conformance with the design concept of the project and compliance with the Contract Documents. The Architect's review of such drawings or schedules shall not relieve the Contractor from responsibility for deviations

from Drawings and Specifications, nor shall it relieve him from responsibility for errors in shop drawings or schedules.

9.5.2 Architect shall be permitted a reasonable time to review such drawings and no claim for time extension or damages will be allowed for this time.

9.5.3 Satisfactory shop drawings shall be so identified by Architect, dated, and a reproducible copy returned to the Contractor.

9.5.4 Should shop drawings be rejected, one reproducible copy set will be returned to the Contractor with indicated corrections and changes to be made. After making such corrections and changes, Contractor shall resubmit shop drawings, in numbers of copies required, until approval is obtained. Any corrections or changes indicated on the shop drawings shall not be considered as an extra work order.

9.6 Architect will be the interpreter of the design and technical requirements of the Contract Documents and the compliance by the Contractor therewith. Neither the Project Manager, Architect, nor County will be liable to the Contractor for the result of any interpretation or decision rendered in good faith. Disputes with respect to interpretations will be processed and resolved as provided for in paragraph 8.4.

9.7 Limitations on Architect's Responsibilities

9.7.1 Neither Architect's authority to act under this Article 9 or elsewhere in the Contract Documents, nor any finding or decision made by him in good faith, shall give rise to any duty or responsibility of Architect to Contractor, any subcontractor, any material man, fabricator, supplier or any of their agents or employees or any other person performing any of the work.

9.7.2 Architect will not be responsible for Contractor's means, methods, techniques, sequences, division and allocation of the work or procedures of construction, or the safety precautions and programs incident thereto, and he will not be responsible for Contractor's failure to perform the work in accordance with the Contract Documents.

9.7.3 Architect will not be responsible for the acts or omissions of Contractor, or any subcontractors, or any of his or their agents or employees, or any other persons at the site or otherwise performing any of the work.

9.7.4 Nothing in these General Conditions or in the Contract Documents shall be deemed to establish a contractual relationship, direct or otherwise, between Architect and Contractor.

## ARTICLE 10 - CHANGES IN THE WORK:

10.1 The County may at any time or from time to time order additions, deletions or revisions in the general scope of the work without invalidating the Contract Documents and without notice to the sureties.

10.2 Changes will be authorized by a Change Order. Upon receipt of a Change Order, Contractor shall immediately proceed with the work involved. All such work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the contract price or any extension or shortening of the contract time, an adjustment will be made as provided in Articles 11 and 12, on the basis of a claim made by either Contractor or County.

10.3 Changes, Omissions, or Additions shall be made only through a standard written order of the Architect and approved by the Owner. Change Orders will be issued only before or at the time of change, and the expense or responsibility for any change or damage without said order shall rest entirely with the Contractor.

10.4 County may order minor changes or alterations in the work not involving extra costs or extension of time, and not inconsistent with the overall intent of the Contract Documents. Such changes may be ordered by a Field Order.

10.5 When necessary, in order to avoid delay to the work, the Project Manager may authorize the Contractor to proceed with the work pending completion of a change order. This prior authorization may be verbal; however, it must be confirmed in writing as soon as possible by the authorizing individual. Whenever work is to proceed on the basis of such prior authorization, the Contractor must be notified in writing to proceed with the work pending approval of the change order. In the case of a change order requested by the Contractor, the County must have positive assurance that he will execute the change order before allowing work to proceed. Preparation and final approval of change orders for work covered under prior authorization must be actively pursued. Prior authorization does not include authority to make payment for the work.

10.6 No claims for adjustment of contract price or time for delays or costs due to material shortage, transportation difficulties, labor shortage, or dewatering, will be paid by County except as defined in *sub*paragraphs 12.1.2 and 12.1.3.

10.7 Additional work performed by Contractor without authorization of a change order shall be at his own expense. Contractor shall not be entitled to an increase in the contract price or an extension of the contract time, except in the case of an emergency as provided in subparagraphs 6.1.4 or 9.1.3, for such work performed without a change order.

10.8 The County may order changes in the work. Notwithstanding any dispute or controversy that may arise in connection with a claim for adjustment of contract price, in the event of such changes Contractor shall proceed with the work promptly and diligently upon written order from Project Manager. The contract price may be changed pursuant to Article 11 without notice to the Surety.

10.9 In the event that there is any dispute between County and Contractor with relation to any payment to be made under this contract, whether by reason of change order; progress payment; or otherwise, Contractor shall submit a claim pursuant to Articles 11 and 12 but will not be entitled to walk off the job or stop work in any manner and is under a full obligation to complete each and every term and condition of the contract.

10.10 Dispute resolutions provisions of paragraphs 8.5 and 8.6 are applicable to changes in the work except as in Articles 11 and 12.

## ARTICLE 11 - CHANGE OF CONTRACT PRICE

11.1 Contract Price:

11.1.1 The Contract Price constitutes the total amount payable to Contractor for performing the work under the Contract Documents. All duties, responsibilities and obligations assigned to or undertaken by Contractor in respect to work under the Contract Documents shall be at his expense without change of the Contract Price.

11.1.2 If Contractor wishes to make a claim for an increase to the contract price, he shall give Project Manager written notice thereof not later than five (5) days after the occurrence of the event giving rise to such claim. Within ten (10) days thereafter, Contractor shall supply all supporting documents for such claim, including but not limited to time slips for labor and time slips for equipment. Failure to provide all supporting documents shall constitute a waiver of such claim by Contractor.

11.1.3 The written notice shall set forth the reasons for which the Contractor believes additional compensation is due, the nature of the costs involved and the amount thereof. The notice must be given to the Project Manager prior to Contractor's performing the work-giving rise to the claim for additional compensation.

11.1.4 Differences between the parties arising under and by virtue of the contract shall be brought to the attention of the respective parties at the earliest possible time in order that such matters may be promptly settled. The Contractor hereby agrees that he shall have no right to additional compensation for any claim for which written notice was not filed in strict compliance with this paragraph.

11.2 The cost or credit to the County resulting from a change in the work, from a prior authorization, or from any claim for an increase or decrease in the contract price shall be determined by the Project Manager in one of the following ways:

11.2.1 By a lump sum properly itemized, and showing direct cost and markup, and supported by such substantiating data as may be required by the Project Manager to permit evaluation; allowable markup shall not in any case exceed the amount set forth below:

1. For work performed by the Contractor's own forces, for changes up to $30,000.00, an additional 10% for overhead and 5% for profit may be added;

2. For changes in excess of $30,000, the sums in excess of $30,000 are allowed an additional 8% for overhead and 5% for profit;

3. For work performed by subcontractors, the subcontractors' billings shall be limited to the markups as described for the Contractor, except the Contractor may add 10% to the gross amount as set forth by the subcontractor, as his fee for coordinating and implementing such changed work by the subcontractor;

4. Overhead includes, but is not limited to, the costs of bonds, insurance, supervision, office expense, management, transportation and small tools allowance.

11.2.2 Where the work involved is related to unit prices, by application of unit prices to quantities involved; or

11.2.3 On the basis of force account as provided for in paragraph 11.3 which shall be employed only at the Project Manager's sole discretion, which shall not be an election of the Contractor.

11.2.4 All work undertaken by prior authorization shall be on the basis of force account, until and unless a lump sum is agreed upon.

11.3 Force Account Payment - When extra work is to be paid for on a force account basis, the labor, materials, and equipment used in the performance of such work shall be subject to the approval of the Project Manager and compensation will be determined as follows:

11.3.1 Work Performed by Contractor - The Contractor will be paid the direct costs for labor, materials and equipment used in performing the work determined as hereinafter provided in Sections "Labor," "Materials" and "Equipment Rental," except where agreement has been reached to pay in accordance with Section "Work Performed by Special Forces or Other Special Services."

11.3.2 To the total direct costs computed as provided in Sections "Labor," "Materials," and "Equipment Rental," there will be added a markup as defined in paragraph 11.2.1.

11.3.3 The above markups shall constitute full compensation for all overhead costs which shall be deemed to include all items of expense not specifically designated as cost or equipment rental in Sections "Labor," "Materials," and "Equipment Rental." The total payment made as provided above shall be deemed to be the actual cost of such work and shall constitute full compensation therefore.

11.3.4 When extra work paid for on a force account basis is performed by forces other than the Contractor's organization, the Contractor shall reach agreement with such other forces as to the

distribution of the payment made by the Owner of such work. No additional payment therefore will be made by the Owner by reason of the performance of the work by a subcontractor or other forces.

11.3.4.1 Labor - The Contractor will be paid the cost of labor for the workmen (including foremen when authorized by the Project Manager) used in the actual and direct performance of the work. The cost of labor, whether the employer is the Contractor, subcontractor, or other forces, will be the sum of the following:

11.3.4.2 Actual Wages - The actual wages paid shall include any employer payments to or on behalf of the workmen for health and welfare, pension, vacation, and similar purposes.

11.3.4.3 Labor Surcharge - To the actual wages, as defined in Section 11.4.2 will be added a labor surcharge set forth in the Department of Transportation publication entitled Labor Surcharge and Equipment Rental Rates, which is in effect on the date upon which the work is accomplished and which is part of the contract. Said labor surcharge shall constitute full compensation for all payments imposed by State and Federal laws, specifically worker's compensation, social security, Medicare, Federal unemployment insurance, State unemployment insurance and State training taxes, and for all other payments made to, or on behalf of, the workmen, other than actual wages as defined in Section 11.4.2 and subsistence and travel allowance as specified in Section 11.3.4.4.

11.3.4.4 Subsistence and Travel Allowance - The actual subsistence and travel allowance paid to such workmen.

11.3.4.5 Materials - The Owner reserves the right to furnish such materials as it deems advisable, and the Contractor shall have no claims for costs and markup on such materials.

Only materials furnished by the Contractor and necessarily used in the performance of the work will be paid for. The cost of such materials will be the cost to the purchaser, whether Contractor, subcontractor, or other forces, from the supplier thereof, except as the following are applicable:

11.3.4.6 If materials are procured by the purchaser by any method which is not a direct purchase from and a direct billing by the actual supplier to such purchaser, the cost of such materials shall be deemed to be the price paid to the actual supplier as determined by the Project Manager plus the actual costs, if any, incurred in the handling of such materials.

11.3.4.7 If the materials are obtained from a supply or a source owned wholly or in part by the purchaser, the cost of such materials shall not exceed the price paid by the purchaser for similar materials furnished from said source on contract items or the current wholesale price for such materials delivered to the job site, whichever price is lower.

11.3.4.8 If the cost of such materials is, in the opinion of the Project Manager, excessive, then the cost of such materials shall be deemed to be the lowest current wholesale price at which such materials are available in the quantities concerned delivered to the job site, less any discounts as provided in Section 11.4.1.

11.3.4.10 Equipment Rental - The Contractor will be paid for the use of equipment at the rental rates listed for such equipment in the Department of Transportation publication entitled Labor Surcharge and Equipment Rental Rates, which is in effect on the date upon which the work is accomplished and which is a part of the contract, regardless of ownership and any rental or other agreement, if such may exist, for the use of such equipment entered into by the Contractor. If it is deemed necessary by the Project Manager to use equipment not listed in the said publication, a suitable rental rate for such equipment will be established by the Project Manager. The Contractor may furnish any cost data, which might assist the Project Manager in establishment of such rental rates.

The rental rates paid as above provided shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs, and maintenance of any kind, depreciation, storage, insurance, and all incidentals.

Operators of rented equipment will be paid for as provided in Section 11.4.1(1) "Labor."

All equipment shall, in the opinion of the Project Manager, be in good working condition and suitable for the purpose for which the equipment is to be used.

Unless otherwise specified, manufacturer's ratings and manufacturer's approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment that has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

Individual pieces of equipment or tools not listed in said publication and having a replacement value of $150 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefore.

Rental time will not be allowed while equipment is inoperative due to breakdowns.

11.3.4.11 Equipment on the Work - The rental time to be paid for equipment on the work shall be the time the equipment is in operation on the extra work being performed, and in addition, shall include the time required to move the equipment to the location of the extra work and return it to the original location or to another location requiring no more time than that required to return it to its original location, except that moving time will not be paid for if the equipment is used at the site of the extra work on other than such extra work. Loading and transporting costs will be allowed, in lieu of moving time, when the equipment is moved by means other than its own power, except that no payment will be made if equipment is used at the site of the extra work on other than such extra work.

The following shall be used in computing the rental time of equipment on the work:

(1) When hourly rates are listed, less than 30 minutes of operation shall be considered to be ½ hour of operation.

(2) When daily rates are listed, less than 4 hours of operation shall be considered to be ½ day of operation.

11.3.4.12 Equipment Not on the Work - For the use of equipment moved in on the work and used exclusively for extra work paid for on a force account basis, the Contractor will be paid the rental rates listed in the Department of Transportation publication entitled Labor Surcharge and Equipment Rental Rates, which is in effect on the date upon which the work is accomplished and which is a part of the contract, and for the cost of transporting the equipment to the location of the work and its return to its original location, all in accordance with the following provisions:

(1) The original location of the equipment to be hauled to the location of the work shall be agreed to by the Project Manager in advance.

(2) The Owner will pay the costs of loading and unloading such equipment.

(3) The cost of transporting equipment in low bed trailers shall not exceed the hourly rates charged by established haulers.

(4) The cost of transporting equipment shall not exceed the applicable minimum established rates of the Public Utilities Commission.

(5) The rental period shall begin at the time the equipment is unloaded at the site of the extra work, shall include each day that the equipment is at the site of the extra work, excluding

Saturdays, Sundays, and legal holidays unless the equipment is used to perform the extra work on such days, and shall terminate at the end of the day on which the Project Manager directs the Contractor to discontinue the use of such equipment. The rental time to be paid per day will be in accordance with the following:

| Hours Equipment is in Operation | Hours to be Paid |
|---|---|
| 0 | 4 |
| 0.5 | 4.25 |
| 1 | 4.5 |
| 1.5 | 4.75 |
| 2 | 5 |
| 2.5 | 5.25 |
| 3 | 5.5 |
| 3.5 | 5.75 |
| 4 | 6 |
| 4.5 | 6.25 |
| 5 | 6.5 |
| 5.5 | 6.75 |
| 6 | 7 |
| 6.5 | 7.25 |
| 7 | 7.5 |
| 7.5 | 7.75 |
| 8 | 8 |
| Over 8 Hours in operation | |

The hours to be paid for equipment which is operated less than 8 hours due to breakdowns, shall not exceed 8 less the number of hours the equipment is inoperative due to breakdowns.

When hourly rates are listed, less than 30 minutes of operation shall be considered to be ½ hour of operation.

When daily rates are listed, payment for ½ day will be made if the equipment is not used. If the equipment is used, payment will be made for one day.

(6) Should the Contractor desire the return of the equipment to a location other than its original location, the Owner will pay the cost of transportation in accordance with the above provisions, provided such payment shall not exceed the cost of moving the equipment to the work.

(7) Payment for transporting and loading and unloading equipment, as above provided will not be made if the equipment is used on the work in any other way than upon extra work paid for on a force account basis.

When extra work, other than work specifically designated as extra work in the plans and specifications, is to be paid for on a force account basis, and the Project Manager determines that such extra work required the Contractor to move on to the work equipment which could not reasonably have been expected to be needed in the performance of the contract, the Project Manager may authorize payment for the use of such equipment at equipment rental rates in excess of those listed as applicable for the use of such equipment subject to the following additional conditions:

(a) The Project Manager shall specifically approve the necessity for the use of particular equipment on such work.

(b) The Contractor shall establish to the satisfaction of the Project Manager that such equipment cannot be obtained from his normal equipment source or sources and those of his subcontractors.

(c) The Contractor shall establish to the satisfaction of the Project Manager that the proposed equipment rental rate for such equipment from his proposed source is reasonable and appropriate for the expected period of use.

(d) The Project Manager shall approve the equipment source and the equipment rental rate to be paid by the County before the Contractor begins work involving the use of said equipment.

11.3.4.13 Owner-Operated Equipment - When owner-operated equipment is used to perform extra work to be paid for on a force account basis, the Contractor will be paid for the equipment and operator, as follows:

Payment for the equipment will be made in accordance with the provisions in Section 11.3.4.10, "Equipment Rental."

Payment for the cost of labor and subsistence or travel allowance will be made at the rates paid by the Contractor to other workmen operating similar equipment already on the project, or in the absence of such workmen, at the rates for such labor established by collective bargaining agreements for the type of workman and location of the work, whether or not the owner-operator will be added to the cost of labor described herein, in accordance with provision in Section 11.3.4.3 "Labor Surcharge."

To the direct cost of equipment rental and labor, computed as provided herein, will be added the markups for equipment rental and labor as provided for in Section 11.3.1 "Work Performed by Contractor."

11.4.1 Work Performed by Special Forces or Other Special Services - When the Project Manager and the Contractor, by agreement, determine that a special service for an item of extra work cannot be performed by the forces of the Contractor or those of any of his subcontractors, such services or extra work item may be performed by a specialist. Invoices for such service of item of extra work on the basis of the current market price thereof may be accepted without complete itemization of labor, material and equipment rental costs when it is impractical and not in accordance with the established practice of the special service industry to provide such complete itemization.

In those instances wherein a Contractor is required to perform extra work necessitating a fabrication or machining process in a fabrication or machine shop facility away from the job site, the charges for that portion of the extra work performed in such facility, may, by agreement, be accepted as a specialty billing.

To the specialist invoice price, less a credit to the County for any cash or trade discount offered or available, whether or not such discount may have been taken, will be added 15 percent in lieu of the percentages provided in Section 11.3.1 "Work Performed by Contractor."

11.4.2 Records - The Contractor shall maintain his records in such a manner as to provide a clear distinction between the direct costs of extra work paid for on a force account basis and the costs of other operations.

11.5 The amount of credit to be allowed to County for any change which results in a net decrease in cost of the work, will be the amount of the actual net decrease as determined by the Project Manager. When both additions and credits are involved in any one change, any Contractor's fee under paragraph 11.3.3 shall be calculated on the basis of the net increase, if any.

11.6 Whenever the cost of any work is to be determined pursuant to paragraph 11.3, Contractor will submit in form prescribed by County an itemized cost breakdown together with supporting data.

11.7 Disputes, claims and matters in question arising out of or relating to the interpretation of implementation of Article 11 shall be submitted and resolved in accordance with paragraph 8.5.

11.8 Cash Allowances - NOT APPLICABLE

Contract Change Order Form

11.9 All parties agree that the following form shall be used for all change orders:

**CONTRACT CHANGE ORDER NO**._____
Date _____
Sheet _____ of_____
_____. You are hereby directed to make the herein-described changes from the plans and specifications, or do the following described work in accordance with applicable provisions of the Contract Documents. Work described herein shall include furnishing of all materials, equipment, labor and services necessary for its completion.

This Change Order constitutes a full accord and satisfaction as to claims for all additional costs and extensions of the contract time relating to the portion of the work described under the term "Item." The execution of this Change Order is a waiver of any rights or claims by the Contractor to any additional compensation for the "Item" work or extensions of the contract time for that work.
ITEM:
The above changes result in the following adjustments to the Contract Price:
Add/Deduct $_____.

Contract Time is increased/decreased/unchanged _____working days by this Change Order.

I, the undersigned Contractor,

have given careful consideration
to the change proposed and hereby
agree to do the work above specified
and will accept as full payment
therefore the prices shown above.

By_____
CONTRACTOR
By_____
Title
Date_____

Date_____

SUBMITTED BY:

_____
ARCHITECT

RECOMMENDED FOR APPROVAL:

By_____
PROJECT MANAGER

Date_____

APPROVED BY:

_____
COUNTY APPROVAL:

By_____
CHIEF ADMINISTRATOR

Date_____

Distribution:
District (Master)
Contractor (Master)
Architect (Copy)
Project Manager (Copy)

*1 of 2* *Change Order __*

**CONTRACT CHANGE ORDER NO. _____**
**PROJECT _____**
**Date: _____**

The Contract is changed as follows:

| CCO # | COR # | DESCRIPTION | | AMOUNT |
|---|---|---|---|---|
| | | Requested by:<br>Reason: | ADD | |
| | | Requested by:<br>Reason: | ADD | |
| | | Requested by:<br>Reason: | ADD | |
| | | Requested by:<br>Reason: | ADD | |
| | | Requested by:<br>Reason: | | |
| | | **TOTAL CHANGE ORDER NO. ___** | **ADD** | **$0.00** |

| | |
|---|---|
| The original Contract Sum | $0 |
| Net Change by previously authorized Change Orders | $0 |
| The Contract Sum prior to this Change Order | $0 |
| The Contract Sum will be increased by this Change Order in the amount of | $0 |
| The New Contract Sum including this Change Order will be | **$0** |
| The Contract Time will be extended | (-0-) work days |

*2 of 2*

*Change Order __*

## ARTICLE 12 - CHANGE OF THE CONTRACT TIME

12.1 Contract Time

12.1.1 The County may extend, reduce or adjust the contract time without invalidating the Contract Documents and without notice to the Surety. The contract time may only be changed by a change order. Any claim for an extension in the contract time shall be based on written notice to Project Manager within five (5) days of commencement of the event giving rise to the claim. The notice shall set forth the reasons for the delay, the date of its commencement, the extent of the delay, together with such supporting data as may be required by Project Manager. Change in the contract time shall be incorporated in a change order. Failure to present notice of claim in writing within the stated five days constitutes a waiver for any delay claim.

12.1.2 In the event it is deemed necessary to extend the time for completion of the work, such extensions shall in no way release any guarantee given by the Contractor pursuant to the provisions of the Contract Documents, or the contract let hereunder, nor shall such extension of time relieve or release the Sureties on the bonds executed pursuant to said provision. The Sureties in executing such bonds shall be deemed to have expressly agreed to any such extension of time. The amount of time allowed in any extension of time shall be limited to the period of the delay giving rise to the same as determined by the County.

12.1.3 The amount of time extension, if any, to which the Contractor is entitled shall be determined by the Project Manager. No damages of any sort shall be paid to Contractor for delay, disruption, halting, cessation or temporary abandonment, no matter from what cause. Parties acknowledge that on this project, revisions to the plans and specifications will be needed, and Contractor waives, by entering into the Agreement with County, any damages caused by such revision or any other source during the term of this contract. Notwithstanding any dispute which may arise in connection with a claim for adjustment of the contract time, Contractor shall proceed with the work promptly and directly.

12.2 Liquidated Damages

12.2.1 The work prescribed by the Contract Documents must be completed within the time set forth in the Agreement, or damage will be sustained by the County. Any delay could cause delay to operations of the County depriving the County of the scheduled beginning of the use of the facility under construction. The parties hereto recognize that, because of the foregoing special circumstances, it is impractical and extremely difficult to fix the actual damages.

12.2.2 Accordingly, the parties hereto agree, and by execution of the Agreement the Contractor acknowledges that he understands, has ascertained and agrees, that the Contractor shall pay to the County, as liquidated damages, and not as a penalty or forfeiture, the amounts herein set forth for the failure of the Contractor to substantially complete the entire work within the time specified.

12.2.3 Time is therefore of the essence in these Contract Documents and it is imperative that the work included in these Contract Documents be substantially completed within the specified time.

12.2.4 Since it is impossible or extremely impractical, presently, to determine the actual amount of damages which the County will sustain by reason of such delay, it is, therefore, agreed that the Contractor will pay to the County liquidated damages in the amount as set forth in subparagraph 12.2.6, for each and every calendar day beyond the time set forth in the Agreement, as adjusted, until the time of completion as determined in paragraph 14.5. The Contractor agrees to promptly pay such liquidated damages as are herein provided. In case the same are not so paid, Contractor agrees that the County may deduct the amount thereof from any money due or that may become due the Contractor under the contract.

12.2.5 The parties have endeavored to estimate the actual damages likely to be suffered by the County in the event of a delay in completion beyond the time set forth in the Agreement, and agree that the

amount is a reasonable estimate of the County's actual damages and are just and reasonable sums under the circumstances presently existing.

12.2.6 It is agreed that the amount of liquidated damages to be paid by the Contractor to the County for failure to complete the entire work specified by the Contract Completion Date or to meet any deadline set forth in the Agreement for the completion of specified work (as extended, if applicable) is two hundred fifty dollars and no/cents ($250.00) for each calendar day, continuing after the Substantial Completion Date, as indicated in the Agreement, to the date of actual substantial completion, or until the time of completion of the work necessary to meet such a deadline, as the case may be.

12.2.7 In the event the Contractor shall become liable for liquidated damages under this Section, the County in addition to all other remedies provided by law, shall have the right to require the Project Manager to withhold any and all retained percentages of payments, subject to the requirements of Sections 4590 and 14402.5 of the California Government Code, which would otherwise be or become due the Contractor until the liability of the Contractor under this Section has been finally determined. The County shall have the right to use and apply such retained percentages, in whole or in part, to reimburse the County for all liquidated damages due or to become due to the County. Any remaining balance of such retained percentages shall be paid to the Contractor only after discharge in full of all liability incurred by the Contractor under this Section or otherwise. If the retained percentage is not sufficient to discharge all such liabilities of the Contractor, the Contractor shall continue to remain liable to the County until all such liabilities are satisfied in full.

12.2.8 Such amount will be in each case the actual cash value agreed upon as the loss to the County resulting from the Contractor's default.

12.2.9 Disputes, claims and matters in question arising out of or relating to the interpretation or implementation of Article 12 shall be submitted and resolved in accordance with paragraph 8.4.

## ARTICLE 13 - WARRANTY AND GUARANTEE; TEST AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

### 13.1 Warranty and Guarantee

13.1.2 Contractor warrants and guarantees to County that all materials and equipment will be unless otherwise specified, all work will be of good quality, free from faults or defects, in accordance with the requirements of the Contract Documents and of any inspections, tests or approvals referred to in paragraph 13.2. All unsatisfactory work, all faulty or defective work, and all work not conforming to the requirements of the Contract Documents at the time of acceptance thereof or of such inspections, tests or approvals shall be considered defective. All defective work, whether or not in place, may be rejected, corrected or accepted as the County may direct.

### 13.2 Tests and Inspections

13.2.1 If laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any work to be specifically inspected, tested or approved by some public body, Contractor shall assume full responsibility therefore, pay all costs in connection therewith, and furnish the Project Manager with the required certificates of inspection, testing or approval. All other inspections, tests and approvals required by the Contract Documents shall be performed by County and the costs be paid by County unless otherwise specified.

13.2.2 Contractor shall give Project Manager and Architect timely notice of readiness of the work for all inspections, tests or approvals. If any such work required so to be inspected, tested or approved is covered before such inspections, tests, or approvals are made, without written approval of the Project Manager, it must, if requested by the Project Manager or Architect, be uncovered for observation, and such uncovering and replacement shall be at Contractor's expense.

13.2.3 Neither observations by Project Manager and Architect nor inspections, tests or approvals shall relieve Contractor from his obligations to perform the work in accordance with the requirements of the Contract Documents.

13.2.4 Any defective work, which may be discovered before final acceptance of the work, shall be corrected immediately by the Contractor, and any unsatisfactory materials shall be rejected, notwithstanding that they may have been overlooked by an inspector. The inspection of the work shall not relieve the Contractor of any of his obligations to perform satisfactory work as herein prescribed.

13.2.5 Failure or neglect on the part of the County or any of its authorized agents to condemn or reject bad or inferior work or materials shall not be construed to imply an acceptance of such work or materials if it becomes evident at any time prior to final acceptance of the work; neither shall it is construed as barring the County at any subsequent time from recovery of damages or of such a sum of money as may be needed to build all portions of the work in which fraud was practiced or improper materials used whenever found.

13.3 Access to Work

13.3.1 The County and its representative and the Architect and his representatives will at all times have access to the work. Contractor shall provide proper and safe facilities for such access and observation of the work and also for any inspection or testing thereof by others.

13.4 Uncovering the Work

13.4.1 Work, which is supposed to be tested prior to covering or inspecting, and which has been covered prior to testing or inspection must, if requested by Project Manager or Architect, be uncovered for observation and replaced at Contractor's expense.

13.4.2 The Project Manager may request any work to be uncovered and inspected and tested. If such work is found to be defective, Contractor shall bear the expense of uncovering, exposure, inspection, testing, correction and recovering. If the work is not found to be defective, Contractor shall be allowed an increase in contract price and, if necessary, an extension of time to cover all-time and cost expended. Such increase and extension shall be granted pursuant to Articles 10, 11, and 12.

13.5 County May Stop the Work

13.5.1 If the work is defective, or Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, or if Contractor fails to make prompt payments to subcontractors or for labor, materials or equipment, County may order Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated. This right of County to stop the work shall not give rise to any duty on the part of County to exercise this right for the benefit of Contractor or any other party.

13.6 Correction or Removal of Defective Work

13.6.1 The Project Manager may require the Contractor, prior to approval of final payment, without cost to County and as specified by Project Manager, to either correct any defective work, whether or not fabricated, installed or completed, or, if the work has been rejected by Project Manager or Architect, remove it from the site and replace it with nondefective work. If Contractor does not correct such defective work or remove and replace such rejected work within a reasonable time, all as specified in a written notice from Project Manager, County may have the deficiency corrected or the rejected work removed and replaced by other persons. All direct or indirect costs of such correction or removal and replacement, including compensation for additional professional services, shall be paid by Contractor. Contractor shall also bear the expenses of making good all work of others destroyed or damaged by his correction, removal or replacement of his defective work.

13.6.2 The Contractor shall remove from the site within 48 hours, when so directed by the Project Manager, any materials which are not in conformance with the Contract Documents.

13.7 One Year Correction Period

13.7.1 If, after the approval of final payment and prior to the expiration of one year after the date of Notice of Completion or such longer periods of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any work is found to be defective, Contractor shall promptly, without cost to County and in accordance with County's written instructions, either correct such defective work, or, if it has been rejected by County, remove it from the site and replace it with nondefective work. If Contractor does not promptly comply with the terms of such instructions, County may have the defective work corrected or the rejected work removed and replaced by other persons and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by Contractor. The requirements of this paragraph shall be cumulative with such other indemnification, warranties and guarantees as provided by the Contract Documents, at law and in equity, and shall not be deemed a limitation of any sort on the rights and remedies of the County against the Contractor

13.7.1.1 The warranties, extended warranties and guarantees in these General Conditions and in the Specification shall be cumulative with such other indemnification, warranties and guarantees as provided by the Contract Documents, or at law or in equity, and shall be deemed a limitation of any sort on the rights and remedies of the County against the Contractor.

13.8 Acceptance of Defective Work

13.8.1 If, instead of requiring correction or removal and replacement of defective work, County prefers to accept it, it may do so. In such case, if acceptance occurs prior to approval of final payment, a change order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the contract price; or, if the acceptance occurs after approval of final payment, an appropriate amount shall be paid by Contractor to County.

13.9 Work Neglected by Contractor

13.9.1 If Contractor fails to prosecute the work in accordance with the Contract Documents, including any requirements of the construction schedule, County may give Contractor written notice. Contractor shall respond to County within 24 hours' receipt of said notice, and conform to said notice within 7 days. County may, without prejudice to any other remedy it may have, make good deficiencies, and the cost thereof (including compensation for additional professional services) shall be charged against Contractor. If the payments then or thereafter due Contractor are not sufficient to cover such amount, Contractor shall pay the difference to County.

## ARTICLE 14 - PAYMENTS AND COMPLETION

14.1 Schedules:

14.1.1 Work Schedule and activity cost data developed in connection therewith as described in the General Requirements. No progress payment will be made until after the Schedule has been updated as of the date of application. The activity cost data will be incorporated into the form of Application for Payment furnished by the County.

14.2 Application for Progress Payment:

14.2.1 Once a month Contractor shall submit to Project Manager and Architect for review an Application for Payment filled out and signed by Contractor covering the work completed as of the date of the application and accompanied by such data, vouchers and schedules as may reasonably be required. No payment shall be made for any work or material not specifically incorporated in the project, except

equipment purchased by Contractor, delivered to and stored in a bonded warehouse acceptable to the Owner. Payment for 95% of the invoiced value of such equipment may be made, subject to the inspection by and approval of the Owner. Equipment that qualified for such payment while not incorporated into the work, is limited to: special order transformers, generators, pumps, valves, and motors. Items which are "stock" or "off the shelf" which are readily available are not, under any circumstances, eligible for payment under this provision.

14.2.2 Mobilization, bonds, and insurance premiums will be paid as part of the first progress payment if these costs are identified as part of the cost allocation required under General Requirements, Section 01310. Each subsequent Application for Payment shall include an affidavit of Contractor stating that all previous progress payments received on account of the work have been applied to discharge in full all of Contractor's obligations reflected in prior Applications for Payment and otherwise. Failure to submit any data and affidavits as may be required by this paragraph shall be grounds for rejection of the Application for Payment. This payment will be made pursuant to paragraph 14.11

14.3 Contractor's Warranty of Title:

14.3.1 Contractor warrants and guarantees that title to all work, materials and equipment covered by any Application for Payment, whether incorporated in the project or not, will pass to County at the time of payment, free and clear of all liens, claims, security interests and encumbrances (hereinafter in these General Conditions referred to as "liens"). The County may, at any time, require the Contractor to post, at Contractor's expense, a lien release bond as to any lien filed against the project.

14.4 Approval of Payments:

14.4.1 The Project Manager will, within fifteen days after receipt of each Application for Payment, either indicate in writing his approval for payment or return the application to Contractor indicating his reasons for refusing to approve payment. County shall, within 30 days of presentation to it of an approved Application for Payment, review said application and if found acceptable in form and amount, pay Contractor the amount approved.

14.4.2 The County will pay 95% of the amount due the Contractor as progress payments. The remaining monies will be paid pursuant to paragraph 14.9.1.

14.4.3 The Contractor may elect to receive 100% of payments due under the contract from time to time, without retention of any portion of the payment by the public agency, by depositing securities of equivalent value with the public agency in accordance with the provisions of Section 4590 of the Government Code. Such securities, if deposited by the Contractor, shall be valued by the public agency's Finance Director (Treasurer), whose decision on valuation of the securities shall be final.

14.4.4 The granting of any progress payment, or the receipt thereof by the Contractor, shall not constitute acceptance of the work or any portion thereof, and shall in no way lessen the liability of the Contractor to replace unsatisfactory work or material, though the unsatisfactory character of such work or material may not have been apparent or detected at the time such payment was made.

14.4.5 It is mutually understood and agreed that when under any provision of this contract the County shall charge any sum of money against the Contractor, the amount of such charge shall be deducted and retained by the County from the amount of the next succeeding progress estimate, or from any other moneys due or that may become due the Contractor on account of the contract. If on completion or termination of the contract such moneys due the Contractor are found insufficient to cover the County's charges against him the County shall have the right to recover the balance from the Contractor or his sureties.

14.4.6 The County may withhold up to 125% of the estimated cost of remedial work from payments otherwise due the Contractor, if in the judgment of the Project Manager or Architect the Contractor has failed to make satisfactory progress on the completion of remedial work, or is otherwise in violation of

any requirement, duty, obligation or covenant contained in the Contract Documents. Such withholding is supplementary to the retention amount required by these Contract Documents.

14.4.7 County may refuse to approve the whole or any part of any payment because of subsequently discovered evidence, change in circumstances or the results of subsequent inspections or tests, and may nullify any such payments previously approved to such extent as may be necessary in their opinion to protect County from loss, because:

14.4.7.1 the work is defective, or completed work has been damaged requiring correction or replacement;

14.4.7.2 claims or liens have been filed, or there is reasonable cause to believe such may be filed;

14.4.7.3 the contract price has been reduced because of modification;

14.4.7.4 County has been required to correct defective work or complete the work;

14.4.7.5 of unsatisfactory prosecution of the work including failure to furnish acceptable submittals; or

14.4.7.6 the Contractor has failed to comply with the Contract Documents, direction of County or with the requirements of the law.

14.5 Notice of Completion:

14.5.1 Contractor will certify in writing to County, prior to final payment, that the entire project is substantially complete and request that County issue a Notice of Completion. Within a reasonable time thereafter, Project Manager, Contractor, and Architect shall make a review of completeness. If Project Manager does not consider the project substantially complete, Project Manager will notify Contractor in writing giving his reasons. If Project Manager considers the project substantially complete, Project Manager will prepare a provisional Notice of Completion which shall fix the tentative date of Substantial Completion and the responsibilities for maintenance and utilities. There shall be attached to the provisional certificate a list of items to be completed or corrected before final payment, and the provisional certificate shall fix the time within which such items be completed or corrected, said time to be within the contract time. Section 01700 shall apply to this paragraph.

14.5.2 Contractor shall have seven days after receipt of the provisional certificate during which he may make written objection to Project Manager as to any provisions of the provisional certificate or attached list. If, after considering such objection, Project Manager concludes that the project is not substantially complete, Project Manager will within seven days after submission of the objection notify Contractor thereof in writing stating the reasons. Upon Contractor's completion of the items listed on the provisional certificate, and upon satisfaction of the terms and conditions of the provisional certificate, the Project Manager shall issue a final Notice of Completion, which shall fix date as may be necessary or appropriate. Project Manager's determination of the date of Substantial Completion and other items under this paragraph shall be final and conclusive on Contractor. Section 01700 shall apply to this paragraph.

14.5.3 Project Manager shall have the right to exclude Contractor from the project site after the date of Substantial Completion, but Project Manager shall allow Contractor reasonable access to complete punch list items or perform correction and warranty work.

14.6 Partial Utilization:

14.6.1 Prior to final payment, Project Manager may request Contractor in writing to permit County to use a specified part of the project which it believes it may use without significant interference with construction of the other parts of the project. If Contractor agrees, it will certify to Project Manager and Architect that said part of the project is substantially complete and request Project Manager to issue a certificate of

Substantial Completion for that part of the project. Within a reasonable time thereafter Project Manager, Contractor and Architect shall make an inspection of that part of the project to determine its status of completion. If Project Manager determines that such part is substantially complete, Project Manager shall issue a Certificate of Substantial Completion. If Project Manager does not consider that it is substantially complete, Project Manager will notify Contractor thereof in writing, giving its reasons. In case of partial utilization by the County, the provisions of General Requirements Section 01700 will govern with respect to the responsibilities of Contractor and County.

14.6.2 Partial utilization shall not limit any warranty or guarantee by the Contractor, nor shall it constitute a waiver of any right of the County, its successors or assigns.

14.7 Final Inspection:

14.7.1 The Contractor shall give written notice that the project is complete. Project Manager and Architect will make a final review of completeness with Contractor, and will notify Contractor in writing of all particulars in which this review reveals that the work is incomplete or defective. Contractor shall immediately take such measures as are necessary to remedy such deficiencies.

14.8 Final Application for Payment:

14.8.1 The Contractor shall complete all such corrections to the satisfaction of the Project Manager and deliver all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection and other documents required by the Contract Documents or by the Project Manager. He may then make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by such data as the Project Manager may reasonably require, together with complete releases - waivers of liens in a form satisfactory to the Project Manager. Contractor shall also be required to furnish receipts or releases in full; and affidavit that the releases and receipts include all labor, all payrolls, material and equipment for which a lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the work for which County or his property might in any way be responsible, have been paid or otherwise satisfied; and consent of the Surety to final payment. If any subcontractor, material man, fabricator or supplier fails to furnish a release or receipt in full, Contractor may be required at Project Manager's sole discretion to furnish a bond or other collateral satisfactory to Project Manager to indemnify County against any lien, stop notice, or any other loss or liability. This payment is made pursuant to paragraph 14.11 and Section 01700.

14.9 Approval of Final Payment:

14.9.1 If, on the basis of observation and review of the work during construction, final inspection and review of the final Application for Payment, as required by the Contract Documents, Project Manager is satisfied that the work has been fully and satisfactorily completed and that Contractor has fulfilled all his obligations under the Contract Documents, Project Manager will file a Notice of Completion and, within fifteen days after receipt of the final Application for Payment, approved by Project Manager, indicate in writing its approval for payment.

14.9.2 If, on the basis of observation and review of the work during construction, final inspection and review of the final Application for Payment, as required by the Contract Documents, Project Manager is not satisfied that the work has been fully and satisfactorily completed, and that Contractor has not fulfilled all his obligations under the Contract Documents, Project Manager will, within fifteen days after receipt of the final Application for Payment, indicate in writing his disapproval for payment. Thereupon Project Manager will give written notice to Contractor indicating in writing the reasons for refusing to approve final payment, in which case Contractor shall make the necessary corrections and resubmit the Application.

14.9.3 County shall make payment, including retention, to Contractor, pursuant to an approved final application for Payment, within 15 days of its approval, or on the 30th day following the recording of the

Notice of Completion, whichever date is later. The approval and payment procedures described in paragraphs 14.10, 14.11, and 11.4 shall apply to this paragraph.

14.9.4 The Contractor and each assignee under any assignment in effect at the time of final payment shall, if required by the Project Manager, execute and deliver at the time of final payment and as a condition precedent to final payment, a release in form and substance satisfactory to and containing such exemptions as may be found appropriate by the County, discharging the County, Project Manager, and their elected officials, officers, agents, and employees of and from all liabilities, obligations and claims arising under this contract.

14.10 Contractor's Continuing Obligation:

14.10.1 Contractor's obligation to perform the work and complete the project in accordance with the Contract Documents shall be absolute. Neither approval of any progress or final payment by County, nor the issuance of a Notice of Completion, nor any payment by County to Contractor under the Contract Documents, nor any use or occupancy of the project by County shall constitute an acceptance of work not in accordance with the Contract Documents.

14.11 Waiver of Claims:

14.11.1 The making and acceptance of each progress payment and of final payment shall constitute a waiver of all prior claims by Contractor against County which have not been brought to the notice of the County as provided in the Contract Documents.

14.11.2 If any claim or lien or stop-notice or any other demand for payment or security therefore, including claims or demands upon the performance and payment bond sureties, is made or filed with or against County, the project or the premises by any person claiming that Contractor or any subcontractor or other person under it has failed to perform its contractual obligations or to make payment for any labor, services, materials equipment, taxes or other items or obligations furnished or incurred for or in connection with the work, or if at any time there shall be evidence of such non-performance or non-payment or of any claim or lien or stop-notice or other demand for which, if established, County might become liable and which is chargeable to Contractor; or if Contractor or any subcontractor or other person under it causes damage to the work or to any other work on the project; or if the Contractor fails to perform or is otherwise in default under any of the terms or provisions of the Contract Documents, the Project Manager shall have the right to retain from any payment then due or thereafter to become due an amount which in his sole discretion he deems sufficient to:

14.11.2.1 satisfy, discharge and defend against any such claim or lien or stop-notice or other demand, or any action which may be brought or judgment which may be recovered thereon;

14.11.2.2 make good any such non-payment, nonperformance, damage, failure or default; and

14.11.2.3 compensate County for and indemnify it against any and all losses, liability, damages, costs and expenses (including attorneys', accountants', consultants' and experts' fees and costs) which may be sustained or incurred in connection therewith.

14.11.3 County shall have the right to apply and charge against Contractor as much of the amount retained as may be required for the foregoing purposes. If the amount retained is insufficient therefore, Contractor shall be liable for the difference and upon written demand immediately pay the same to the County. The provisions of this paragraph are in addition to such other rights and entitlements as the County may enjoy against Contractor as elsewhere provided in the Contract Documents, and at law and in equity.

14.11.4 Should any subcontractor, material man, supplier or other such person file or maintain any action on or respecting a claim of mechanic's lien, stop-notice, against payment or performance bond,

Contractor shall immediately and at his own expense procure, furnish and record appropriate release bonds in accordance with California Civil Code Section 8000 et. seq., and California Code of Civil Procedure Sections 405 through 405.24, inclusive. Upon Contractor's failure immediately to procure, furnish and record such release bonds, County shall have right to procure and record such release bonds, and to retain from Contractor's payment the cost thereof. The provisions of this paragraph are in addition to such other rights and entitlements as enjoyed by the County against Contractor as elsewhere provided in the Contract Documents, and at law and in equity.

14.12 Price Reduction For Defective Cost or Pricing Data

14.12.1 If the Owner determines that any price (including profit) negotiated in connection with the contract, or any cost reimbursable under this contract, was increased by any significant sums because the Contractor, or any subcontractor furnished incomplete or inaccurate cost or pricing data or data not current, then such price or cost or profit shall be reduced accordingly and the contract shall be modified in writing to reflect such reduction. Failure to agree on a reduction shall be subject to the Disputes Resolution clause of this contract.

14.12.2 Since the contract is subject to reduction under this clause by reason of defective cost or pricing data submitted in connection with certain subcontracts, the Contractor may wish to include a clause in each such subcontract requiring the subcontractor to appropriately indemnify the Contractor. It is also expected that any subcontractor subject to such indemnification will generally require substantially similar indemnification for defective cost or pricing data required to be submitted by his lower tier subcontractors.

14.13 Covenant Against Contingent Fees

14.13.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the County shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

14.14 Gratuities

14.14.1 If the Owner finds, after notice and hearing, that the Contractor or any of the Contractor's agents or representatives offered or gave gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, or agent of the Owner in an attempt to secure a contract or favorable treatment in the awarding, amending, or making any determinations related to the performance of this contract, the County may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract. The County may also pursue other rights and remedies that the law or this contract provides. However, the existence of the facts upon which the County makes such findings shall be in issue and may be reviewed in proceedings under the remedy clause of this contract.

14.14.2 In the event this contract is terminated as provided in this clause, the County shall be entitled (1) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor, and (2) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the County) which shall be not less than 3 nor more than 10 times the costs the Contractor incurs in providing any such gratuities to any such officer or employee.

## ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.1 County May Suspend Work

15.1.1 The County may, at any time and without cause, suspend the work or any portion thereof by notice in writing to Contractor. Contractor shall resume the work when so ordered in writing by County.

15.2 County May Terminate

15.2.1 The County may, without prejudice to any other right or remedy and after giving Contractor and his Surety seven calendar days written notice, terminate the services of Contractor and take possession of the project and of all materials, equipment, tools, construction equipment and machinery thereon owned by Contractor, and finish the work by whatever method it may deem expedient, if the Contractor is adjudged as bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if he fails to supply sufficient skilled workmen or suitable materials or equipment, or if he fails to make prompt payments to subcontractors or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if he disregards the authority of Project Manager, or if he otherwise violates any provisions of the Contract Documents. In such case Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price exceeds the direct and indirect costs of completing the project, including compensation for additional professional services, such excess shall be paid to Contractor. If the costs exceed such balance, Contractor shall pay the difference to County.

15.2.2 The termination of the Contractor's services by the County shall not affect any rights of the County against the Contractor then existing or which thereafter accrue. The retention of any payment of money by County due Contractor will not release the Contractor from liability.

15.2.3 The County may, after seven calendar days' written notice to Contractor, without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the agreement. In such case, Contractor shall be paid for all work then executed, any expense sustained, plus a reasonable profit.

15.2.4 The Contractor may not, under any condition, terminate or stop work because of a dispute, claim or any matter in controversy under the Contract Documents, then under submission, or previously resolved by a final and conclusive decision under paragraph 8.4.

## ARTICLE 16 - MISCELLANEOUS

16.1 Giving Notice

16.1.1 Notice shall be deemed to have been validly given if delivered in writing to the individual or member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to him who gives the notice. Notice shall be effective as of the date of personal service or mailing.

16.2 General

16.2.1 All moneys not paid when due hereunder shall bear interest at the rate of 7% annually.

16.2.2 All specifications, drawings, and copies thereof furnished by the Architect shall be the property of County. They shall not be used on another project, and, with the exception of those sets that have been signed in connection with the execution of the Agreement, shall be returned to the County on request upon completion of the project.

16.2.3 The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations

imposed upon Contractor by the General Conditions and the rights and remedies available to County and Project Manager thereunder, shall be in addition to, and shall not be construed in any other way as a limitation of, any rights and remedies available to them which are otherwise imposed or available by law, by special guarantee or by other provisions of the Contract Documents.

16.2.4 Should County or Contractor suffer injury or damage to his person or property because of any error, omission or act of the other or any of his employees or agents or others for whose acts he is legally liable, notice of said injury shall be made in writing to the County within five days of the first observance of such injury or damage.

16.2.5 The Contract Documents shall be governed by the laws of the State of California. In case any provision of the Contract Documents, including without limitation these General Conditions, shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any other way be affected or impaired.

16.2.6 No waiver by County of any provision of the Contract Documents, including without limitations these General Conditions, shall constitute a waiver of any other provision thereof.

16.2.7 The waiver of any instance is not a waiver in the second instance.

## ARTICLE 17 - EQUAL OPPORTUNITY

17.1 The Contractor shall maintain policies of employment as follows:

17.1.2 The Contractor and all subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to race, religion, color, sex or national origin. 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 forms 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 policies of non-discrimination.

17.2 See also Federal, State and County requirements in - SUPPLEMENTARY CONDITIONS.

# SUPPLEMENTARY CONDITIONS

1. Statements and Payrolls

1.1 The Contractor and each subcontractor shall preserve his payroll records for a period of three years from the date of completion of this contract.

1.2 The Contractor shall submit weekly a copy of all payrolls to the Project Manager. The copy shall be accompanied by a statement signed by the employer or his agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those determined by the Department of Industrial Relations. The Contractor and subcontractor may use standard forms furnished by the Project Manager or any other form approved by the Project Manager. The Contractor shall be responsible for the submission of copies of payrolls of all subcontractors.

1.3 The payrolls and payroll records shall contain the full name, address and social security number of each employee, his correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. They shall also indicate apprentices and ratio of apprentices to journeymen. The employees' address and social security number need only appear on the first payroll on which his name appears.

1.4 If, on or before the 20th of the month, the Contractor has not submitted satisfactory payrolls for all work performed during the monthly period ending on or before the 6th of that month, the Owner will retain an amount equal to 5 percent of the estimated value of the work performed during the month from the next monthly estimate, except that such retention shall not exceed $10,000 nor be less than $1,000. Retention for failure to submit satisfactory payrolls shall be additional to all other retention's provided for in this contract. The retention for failure to submit payrolls for any monthly period will be released for payment on the monthly estimate for partial payments next following the date that all the satisfactory payrolls for which the retention was made are submitted.

2. Accident Prevention

2.1 Precautions shall be exercised at all times for protection of persons (including employees) and property. These shall include, but not be limited to, installation of adequate safety guards and protective devices for all equipment and machinery, whether used in the performance of work or permanently installed as part of the work. Contractor shall comply with all applicable laws relating to safety precautions, including safety regulations of CAL-OSHA.

2.2 Where conditions of the work present unreasonable risk or death to persons, or property damage, in the judgment of the Owner, it may direct Contractor at his sole

expense, to close down the work and not commence work again until the hazardous condition is eliminated.

2.3 Nothing herein shall be deemed to allow use of shoring, sloping or protective system less effective than that required by the Construction Safety Orders of CAL-OSHA.

3. Air Pollution - State Requirements

3.1 In connection with Public Contracts Code Section 10231, Contractor and his subcontractors shall comply with all air pollution control rules, regulations, ordinances, and statutes which apply to any work performed pursuant to the contract, including any air pollution control rules, regulations, ordinances, and statutes specified in Government Code Section 11017. Fugitive Dust Permit and construction emission dust/control plan will be required by the Tehama County Air Pollution Control District (TCAPCD). They advised that open burning without a permit is restricted.

4. Anti-Trust Claims

4.1 By execution of this contract, Contractor agrees to and does hereby assign to awarding body all right, title, and interest in and to all causes of action it may have under the Clayton Act (15 U.S.C. Sec. 15) Section 4 or under the Cartwright Act (Business and Professions Code) Section 16700 et. seq., arising from purchases of goods, services, or materials made in performance of this contract. The parties shall deem this assignment effective at the time of the tender of final payment to Contractor without further acknowledgment. Contractor shall include, or cause to be included, similar provision in any subcontract entered into for any part of the work of this contract.

5. Anti-Kick Back

5.1 The Contractor must comply with the provisions in the Copeland "Anti-Kick Back Act" (18 USC 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3). This Act provides that each contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

6. Equal Opportunity - Federal Requirements

6.1 Selection of Labor: During the performance of this contract, the Contractor shall not discriminate against labor from any other State, possession or territory of the United States.

6.2 Employment Practices: During the performance of this contract, Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contract

will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Owner setting forth the provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex or national origin.

c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Owner advising the said labor union or workers' representative of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations (41 CRF, Part 60) and relevant orders of the Secretary of Labor.

e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and order of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts of Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

g. The Contractor will include the provisions of this Section in every subcontract or purchase order unless exempted by rules, regulations or orders of

the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.

No otherwise qualified handicapped individual in the United States as defined in Section 7 (5) of the Rehabilitation Act of 1973 (P.L. 93-112) shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under this contract.

6.3 Air Pollution - Federal Requirements: The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

6.4 Assurance of Minority Business Enterprise Participation

6.4.1 The bidder's execution of the signature portion of this proposal shall also constitute execution of this assurance.

6.4.2 The bidder hereby gives assurance pursuant to the requirements of the code of federal regulations, that bidder has made a reasonable effort to employ Minority Business Enterprises. Bidder further gives assurance that bidder will submit the documentation listing Minority Business Enterprises with which the bidder will subcontract if the contract is awarded to bidder and if bidder is unable to obtain MBE participation, of the steps bidder has taken to obtain MBE participation.

7. Fair Employment Practices - State Requirements

7.1 In connection with the performance of work under this contract, Contractor agrees as follows:

a. Contractor will not willfully discriminate against any employee or applicant for employment because of race, color, religious creed, physical handicap, medical condition, marital status, ancestry, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex or national origin. 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 forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the awarding authority setting forth the provision of this Fair Employment Practices section.

b. Contractor will send to each labor union or representative of workers with which he has collective bargaining agreement or other contract or understanding, a notice, to be provided by awarding authority, advising said labor union or workers'

representative of Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

c. Contractor will permit access to his records of employment, employment advertisements, application forms and other pertinent data and records by the Fair Employment and Housing Commission, awarding authority or any other appropriate agency of the State of California designated by awarding authority for purposes of investigation to ascertain compliance with Fair Employment Practices section of this contract.

d. A finding of willful violation of the Fair Employment Practices section of this contract or of the Fair Employment and Housing Act shall be regarded by awarding authority as a basis for determining Contractor to be not a "responsible bidder" as to future contracts for which such Contractor may submit bids, for revoking the Contractor's prequalification rating, if any, and for refusing to establish, re-establish or re prequalification rating for the Contractor.

Contractor shall immediately notify Awarding Authority if it the Fair Employment and Housing Commission has determined that a complaint alleging that Contractor has violated the Fair Employment and Housing Act is valid. Contractor shall immediately provide to Awarding Authority any agreement Contractor entered into under Government Code section 12964 and immediately notify Awarding Authority of any civil action brought against Contractor pursuant to Government Code section 12964.

Awarding authority shall deem a finding of willful violation of the Fair Employment and Housing Act to have occurred upon receipt of notice any such notice from Contractor, the Fair Employment and Housing Commission, and or Superior or Federal Court.

Upon receipt of such written notice, Awarding authority shall notify Contractor that unless he demonstrates to the satisfaction of Awarding authority within a stated period that the violation has been corrected, his prequalification rating will be revoked at the expiration of such period.

e. Contractor agrees, that should the awarding authority determine the Contractor has not complied with the Fair Employment Practices section of this contract, then pursuant to Labor Code Sections 1735 and 1775, Contractor shall, as a penalty to the awarding authority, forfeit, for each calendar day, or portion thereof, for each person who was denied employment as a result of such non-compliance, the penalties provided in the Labor Code for violation of prevailing wage rates. Such moneys may be recovered from Contractor. Awarding authority may deduct any such damages from any moneys due Contractor from the State of California.

f. Nothing contained in this Fair Employment Practices Section shall be construed in any manner or fashion so as to prevent awarding authority of the State of California from pursuing other remedies that may be available at law.

Nothing contained in this Fair Employment Practices section shall be construed in any manner or fashion so as to require or permit hiring of an employee not permitted by the National Labor Relations Act.

g. Prior to award of the contract, Contractor shall certify to awarding authority that he has or will meet the following standards for affirmative compliance, which shall be evaluated in each case by awarding authority:

(1) Contractor shall provide evidence, as required by the awarding authority, that he has notified all supervisors, foremen, and other personnel officers in writing of the content of the anti-discrimination clause and their responsibilities under it.

(2) Contractor shall provide evidence, as required by awarding authority, that he has notified all sources of employee referrals (including unions, employment agencies, advertisements, Department of Employment Development) of the content of the anti-discrimination clause.

(3) Personally, or through his representative, Contractor shall, through negotiations with unions with whom he has agreements, attempt to develop an agreement, which will:

(a) Spell out responsibilities for non-discrimination in hiring, referral, upgrading and training.

(b) Otherwise implement an affirmative anti-discrimination program in terms of the unions' specific areas of skill and geography, to the end that qualified minority workers will be available and given equal opportunity for employment.

(4) Contractor shall notify contracting agency of opposition to the anti-discrimination clause by individuals, firms or organizations during the period of its prequalification.

h. Contractor shall include the provisions of the foregoing paragraphs (a) through (g) in every first-tier subcontract, so that such provisions will be binding upon each such subcontractor.

8. Additional Division of Labor Standards Enforcement Requirements

8.1 On each job site that is subject to compliance monitoring and enforcement by the Department of Industrial Relations, the prime contractor is required to post job site notices prescribed by regulation (See 8 Calif. Code Reg. §16451(d).

8.2 All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (AKA Division of Labor Standards Enforcement) in compliance with California SB 854.

# DIVISION 01 – GENERAL REQUIREMENTS

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## SECTION 01090

## REFERENCE STANDARDS

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Quality assurance.

B. Schedule of references.

1.02 RELATED SECTIONS

A. Standards as noted in individual Sections of these Specifications.

1.03 QUALITY ASSURANCE

Contractor shall:

A. For products or workmanship specified by association, trade, or Federal Standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.

B. Conform to reference standard by date of issue current on date of Contract Documents, unless specifically noted.

C. Obtain copies of standards when required by Contract Documents.

D. Maintain a copy of the applicable reference standards at jobsite during submittals, planning, and progress of the specified work, until Substantial Completion.

E. Should specified reference standards conflict with Contract Documents, request clarification from the County before proceeding.

F. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.04 SCHEDULE OF REFERENCES

AA Aluminum Association

818 Connecticut Avenue, N.W.

Washington, DC 20006

| | |
|---|---|
| AABC | Associated Air Balance Council<br>1000 Vermont Avenue, N.W.<br>Washington, DC  20005 |
| AASHTO | American Association of State Highway and Transportation Officials<br>444 North Capitol Street, N.W.<br>Washington, DC  20001 |
| ACI | American Concrete Institute<br>Box 19150<br>Reford Station<br>Detroit, MI  48219 |
| AI | Asphalt Institute<br>Asphalt Institute Building<br>College Park, MD  20740 |
| AIA | American Institute of Architects<br>1735 New York Avenue, N.W.<br>Washington, DC  20006 |
| AICS | American Institute of Steel Construction<br>400 North Michigan Avenue<br>Eighth Floor<br>Chicago, IL  60611 |
| AISI | American Iron and Steel Institute<br>1000 16th Street, N.W.<br>Washington, DC  20036 |
| AITC | American Institute of Timber Construction<br>333 W. Hampden Avenue<br>Englewood, CO  80110 |

| | |
|---|---|
| ANSI | American National Standards Institute |
| | 1430 Broadway |
| | New York, NY 10018 |
| APA | American Plywood Association |
| | Box 11700 |
| | Tacoma, WA 98411 |
| ARI | Air-Conditioning and Refrigeration Institute |
| | 1501 Wilson Boulevard |
| | Arlington, VA 22209 |
| ASHRAE | American Society of Heating, Refrigerating and Air Conditioning Engineers |
| | 1791 Tullie Circle, N.E. |
| | Atlanta, GA 30329 |
| ASME | American Society for Testing and Materials |
| | 1916 Race Street |
| | Philadelphia, PA 19103 |
| AWPA | American Wood-Preservers' Association |
| | 7735 Old Georgetown Road |
| | Bethesda, MD 20014 |
| AWS | American Welding Society |
| | 550 LeJeune Road, N.W. |
| | Miami, FL 33135 |
| AWWA | American Water Works Association |
| | 666 West Quincy Avenue |
| | Denver, CO 80235 |

| | |
|---|---|
| CLFMI | Chain Link Fence Manufacturers Institute<br>1101 Connecticut Avenue, N.W.<br>Washington, DC 20036 |
| CRSI | Concrete Reinforcing Steel Institute<br>933 Plum Grove Road<br>Schaumberg, IL 60195 |
| DHI | Door and Hardware Institute<br>7711 Old Springhouse Road<br>McLean, VA 22102 |
| FGMA | Flat Glass marketing Association<br>3310 Harrison<br>White Lakes Professional Building<br>Topeka, KS 66611 |
| FM | Factory Mutual System<br>1151 Boston-Providence Turnpike<br>P.O. Box 688<br>Norwood, MA 01062 |
| FS | Federal Specification<br>General Services Administration<br>Specifications and Consumer Information<br>Distribution Section (WFSIS)<br>Washington Navy Yard, Bldg. 197<br>Washington, DC 20407 |
| GA | Gypsum Association<br>1603 Orrington Avenue<br>Evanston, IL 60201 |

ICBO International Conference of Building Officials

5360 S. Workman Mill Road

Whittier, CA 90601

IEEE Institute of Electrical and Electronics Engineers

345 East 47th Street

New York, NY 10017

MFMA Maple Flooring Manufacturers Association

60 Rivere Drive

Northbrook IL 60062

MIL Military Specification

Naval Publications and Forms Center

5801 Tabor Avenue

Philadelphia, PA 19120

ML/SFA Metal Lath/Steel Framing Association

221 North LaSalle Street
Chicago, IL 60601

NCMA National Concrete Masonry Association

P.O. Box 781

Herndon, VA 22070

NEBB National Environmental Balancing Bureau

8224 Old Courthouse Road

Vienna, VA 22180

NEMA National Electrical Manufacturers' Association

2101 "L" Street, N.W.

Washington, DC 20037

| | |
|---|---|
| NFPA | National Fire Protection Association<br>Battery March Park<br>Quincy, MA  02269 |
| PCA | Portland Cement Association<br>5420 Old Orchard Road<br>Skokie, IL  60077 |
| PS | Product Standard<br>U.S. Department of Commerce<br>Washington, DC  20203 |
| RIS | Redwood Inspection Service<br>One Lombard Street<br>San Francisco, CA  94111 |
| RCSHSB | Red Cedar Shingle and Handsplit Shake Bureau<br>515 116th Avenue<br>Bellevue, WA  98004 |
| SDI | Steel Deck Institute<br>P.O. Box 9506<br>Canton, OH  44711 |
| SDI | Steel Door Institute<br>712 Lakewood Center North<br>14600 Detroit Avenue<br>Cleveland, OH  44107 |
| SIGMA | Sealed Insulating Glass Manufacturers Association<br>111 East Wacker Drive<br>Chicago, IL  60601 |

| | |
|---|---|
| SMACNA | Sheet Metal and Air Conditioning Contractor's National Association<br>8224 Old Court House Road<br>Vienna, VA 22180 |
| TCA | Tile Council of America, Inc.<br>Box 326<br>Princeton, NJ 08540 |
| UL | Underwriters' Laboratories Inc.<br>333 Pfingston Road<br>Northbrook, IL 60062 |
| WIC | Woodwork Institute of California<br>1331 T Street<br>Sacramento, CA 95807 |
| WCLIB | West Coast Lumber Inspection Bureau<br>6980 S.W. Varns Road<br>Box 23145<br>Portland, OR 97223 |
| WWPA | Western Wood Products Association<br>1500 Yeon Building<br>Portland, OR 97204 |

1.05 SCHEDULE OF GOVERNING CODES

A. See Drawings for a list of applicable codes and regulations which shall govern, except where otherwise indicated.

B. Refer to individual Specification Sections for additional codes and regulations which shall apply to the individual Work of said Sections.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

A. All work shall be done in accordance with governing codes. A copy of each shall be kept at the jobsite at all times.

**END OF SECTION**

## SECTION 01200

## PROJECT MEETINGS

1.01 GENERAL

A. Meetings:

1. Project Manager will schedule regular project meetings as required. Contractor shall attend with appropriate staff, subcontractors, and suppliers.

2. Meetings shall include, but not be limited to:

a. Pre-construction conference

b. Work progress.

c. Schedule and coordination.

d. Payment review.

e. Changes in the work.

f. Pre-installation.

B. Administration: Project Manager will prepare agenda, conduct meetings, and distribute recorded proceedings and decisions to meeting participants and affected persons.

C. Project Manager and ARCHITECT: Will attend each meeting.

D. Space and Facilities: By Contractor at job site except Pre-construction *Conference* by Project Manager.

1.02 PRE-CONSTRUCTION CONFERENCE

A. With Contractor and subcontractors, within 10 days after Notice to Proceed. Time as determined by Project Manager.

1.03 PROGRESS MEETING

A. General: Not less than once a month on a regular, scheduled basis.

B. Attendance: Project Manager, Owner, ARCHITECT, Contractor, and subcontractors, sub-subcontractors, suppliers and others as required by the Project Manager.

1.04 GUARANTEE, BONDS, SERVICE AND MAINTENANCE CONTRACTS MEETING

A. General: Eleven months following date of final acceptance, meet to review guarantees, bonds, and service and maintenance contracts for materials and equipment.

B. Action: Repair or replace defective work. Extend service and maintenance contracts as desired.

C. Attendance: Project Manager, ARCHITECT, ARCHITECT's professional consultants as appropriate, Contractor, subcontractors, suppliers and others as appropriate to the agenda.

1.05 SPECIAL

Called by Project Manager as warranted by developed conditions.

**END OF SECTION**

## SECTION 01310

## CONSTRUCTION SCHEDULE

1.01 SCOPE

A. The work under this section consists of the planning, scheduling and reporting procedures required in conjunction with the progress of the work. It is the intent that the Contractor shall develop a schedule-demonstrating fulfillment of all contract requirements. The levels of detail and submittal procedures are described hereinafter.

B. The schedule shall be updated a minimum of once a month at a joint meeting with the Project Manager, General Contractor and required subcontractors.

C. Development and maintenance of the construction schedule and supplementary information as detailed hereinafter is the responsibility of he Contractor.

D. The Contractor shall use the accepted schedule at all times in planning, coordinating and performing the work under this contract including all activities of the subcontractors, vendors and suppliers.

1.02 THE COMPLETE PROJECT SCHEDULE

A. Within 10 working days after receipt of Notice to Proceed, the Contractor shall submit the schedule in accordance with all requirements of this section. The schedule shall reflect the Contractor's approach to scheduling the COMPLETE project, including all submittals; procurement and all required testing and operational requirements called for elsewhere in the documents.

B. Within 5 working days after receipt of the schedule, the Project Manager will meet with the Contractor for joint review, correction or adjustment of the proposed schedule. Within five (5) working days after the joint review, the Contractor shall if necessary revise and shall resubmit the COMPLETE Schedule to the Project Manager. The resubmission will be reviewed by the Project Manager, and, if found to be as previously agreed upon, will be accepted.

C. The accepted schedule shall constitute the project work schedule until subsequently revised in accordance with requirements of this section.

1.04 SCHEDULE REQUIREMENTS

A. The schedule shall show the sequence and interdependence of activities required for complete performance of all items of work under the contract or portion thereof

B. The Contractor shall submit the following supporting data with the submittal of his original CPM construction schedule:

1. The proposed number of working days per week.

2. The holidays to be observed during the duration of the contract (by day, month and year).

3. The planned number of shifts per day.

4. The number of hours per shift.

5. The planned usage of major construction equipment on the site, on a monthly basis.

6. The average weekly manpower usage for each trade to be employed on the project.

Any changes to the above information shall be submitted with successive updates and revisions.

C. To the extent that the schedule or any revised schedule shows anything not jointly agreed upon, it shall be deemed to have not been accepted by the Project Manager. Failure to include any element of work required for the performance of this contract shall not excuse the Contractor from completing all work required within any applicable completion date of each phase notwithstanding the Project Manager's acceptance of the schedule.

1.05 ACTIVITY COST DATA

A. The contractor shall furnish the Project Manager with a cost allocation (schedule of values) totaling to the contract amount, for all items detailed in the schedule. The Project Manager will prepare a Payment Request form this allocation. Once accepted by the Project Manager, the Payment Request form will become the basis for determining the progress payments for the balance of the project and the Contractor must submit his monthly Payment Request based upon progress reported on this form. No payment will be made unless supported by this Payment Request form completed to show monthly progress.

B. The cost distribution may include cost for delivered equipment and material and the Project Manager will pay for only such items as identified elsewhere in these Contract Documents. All costs represented will include a pro rata distribution for overhead and profit: No separate item shall be shown for overhead and profit.

C. Where the work of several trades is combined into one activity, the Contractor shall furnish for each such combined activity the cost breakdown of each trade on sheets separate from the network diagram. The sum of the costs for each trade shall equal the total dollar value of each such combined activity.

D. Revisions to the schedule may require reallocation of costs. Revised activity cost data shall be submitted with revised Schedules as necessary, and a revised Payment Request form will be provided after approval of revised cost allocations.

1.06 PROGRESS REPORTING, UPDATING, AND REVISIONS

A. On a date mutually agreed upon by the Project Manager and the Contractor, a job site progress meeting will be held each month at which time the schedule will be

reviewed and updated. Attendees of this meeting shall include the Project Manager, the General Contractor and subcontractors if requested by the Project Manager. The Contractor shall have his copy of the Payment Request form and all other data required by the Contract Documents accurately filled in and completed prior to this meeting. Job progress and the Schedule will be reviewed to verify:

1. Payment due to the Contractor based on percentage complete of items in the submitted Payment Request form.

2. Logic, time and cost data for change order work that is to be incorporated into the schedule or Payment Request form.

3. Status of as-built record drawings and as-built record specifications.

B. The Contractor shall submit a narrative report as a part of his monthly progress review and update in a form agreed upon by the Contractor and the Project Manager.

The narrative report shall include:

1. Actual start and finish dates of activities completed during update period since the last accepted revision.

2. Explanation of all changes in logic or in the scheduled work sequence, in durations, manpower and equipment.

3. A description of the critical path for the remainder of the project.

4. An explanation of corrective action taken or proposed.

C. After each monthly update or revision, the Contractor shall submit to the Project Manager one complete schedule showing all revisions and changes in accordance with the monthly review meeting.

D. Within five (5) working days after receipt of notice from the Project Manager, the Contractor shall submit a revised Schedule for any of the following reasons:

1. When delay in completion of any activity or group of activities indicates an overrun of the contract time or milestone requirement, by 20 working days or ten percent (10%) of the remaining duration, whichever is less.

2. Delays in submittals or deliveries or work stoppage are encountered which make replanning or rescheduling of the work necessary.

3. The schedule does not represent the actual prosecution and progress of the project as being performed in the field.

E. Acceptance of any revised Schedule and all supporting data is contingent upon compliance with all other paragraphs of this section and any other previous agreements or requirements with or by the Project Manager.

F. The cost of revisions to the Schedule resulting from contract changes shall be included in the cost for the change in work, and shall be based on the complexity of the revisions or contract change, man-hours expended in analyzing the change, and the total cost of the change.

1.07 RESPONSIBILITY FOR COMPLETION

A. The Contractor agrees that whenever it becomes apparent from the monthly progress review meeting or the schedule that contract completion dates will not be met, he shall take some or all of the following action at no additional cost to the Owner:

1. Increase construction manpower in such quantities and crafts as will bring the progress of the work into conformance with all other requirements of this section.

2. Increase the number of working hours per shift, shifts per working day, workdays per week, the amount of construction equipment or any combination of the foregoing, to bring the scheduling and progress of the work into conformance with all requirements of the Contract Documents.

3. Reschedule the work under this contract in conformance with all other contract requirements to demonstrate completion of the contract work within the contract time.

1.08 ADJUSTMENT OF THE CONTRACT TIME

A. The contract time will be adjusted only for causes specified in the Contract Documents. In the event the Contractor requests an adjustment of the contract time, he shall furnish such justification, schedule data and supporting evidence as the Project Manager may deem necessary for a determination as to whether or not the Contractor is entitled to an adjustment of time under the provisions of the contract. Submissions of proof based on revised activity logic, durations and costs is obligatory with any request.

B. The Contractor shall submit each request for an adjustment in the contract time to the Project Manager in accordance with all other requirements of the Contract Documents. The Contractor shall include, as part of each request:

1. Justification for the delay in narrative form.

2. A subnetwork showing all CPM logic revisions, duration changes, and cost changes, for the work in question and its relationship to other activities on the Schedule.

C. The schedule must clearly display that the Contractor has used, in full, all the float time available for the work involved in this request. Actual delays in activities, which according to the schedule, do not affect the critical path work in the Schedule, will not be the basis for an adjustment to the contract time.

D. The Project Manager's determination as to the adjustment of the contract time shall be based upon the latest schedule that has been accepted at the time of the alleged delay and all other relevant information. The Contractor shall submit with every request, an updated Schedule whenever the actual field progress of the work does not conform to the accepted schedule in force at the time of the alleged delay. The data if approved by the Project Manager shall be included in the next monthly updating of the schedule.

E. The Project Manager shall, within a reasonable time after receipt of a request for extension of the contract time and supporting evidence, review the facts and shall advise the Contractor, in writing of his decision.

F. When the Project Manager has not yet made a final determination as to the adjustment of the contract time, and the parties are unable to agree as to the amount of the adjustment to be reflected in the Schedule, the Contractor shall reflect that amount of time adjustment in the Schedule as the Project Manager may determine to be appropriate for interim purposes. It is understood and agreed that any such interim determination by the Project Manager shall not be binding and shall be made only for the purpose of continuing to schedule the work until such time as the Project Manager has made a final determination as to any adjustment of the contract time. The Contractor shall revise the Schedule prepared thereafter in accordance with the final decision.

**END OF SECTION**

## SECTION 01400

## QUALITY CONTROL

PART 1 – GENERAL

1.01 SECTION INCLUDES

A. Quality assurance and control of installation.

B. References.

C. Field samples.

D. Mock-ups.

E. Inspection Services.

F. Manufacturer's field services and reports.

1.02 RELATED SECTIONS

A. Section 01090 – Reference Standards.

B. Section 01300 – Submittals.

C. Section 01410 – Testing Laboratory Services.

D. Section 01600 – Material and Equipment / Substitutions: Requirements for material and product quality.

1.03 QUALITY ASSURANCE/CONTROL OF INSTALLATION

Contractor shall:

A. Monitor quality control over sub-contractors, suppliers, manufacturers, Products, services, site conditions, and workmanship, to produce Work of highest quality.

B. Comply fully with manufacturer's instructions, including each step in sequence.

C. Should manufacturer's instructions conflict with Contract Documents, request clarification from the Architect before proceeding.

D. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

E. Perform work by persons qualified to produce workmanship of specified quality.

F. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.

1.04 REFERENCES

A. Conform to reference standard by date of issue current on date of Contract Documents.

B. Contractor shall obtain copies of standards when required by Contract Documents.

C. Should specified reference standards conflict with Contract Documents, Contractor shall request clarification from Architect before proceeding.

D. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.05 FIELD SAMPLES

A. Contractor shall install field samples at the site as required by individual specification Section for review.

B. Acceptable samples represent the minimum required quality level for the Work.

C. Where field sample is specified in individual Sections to be removed, clear area after field sample has been accepted by Architect.

1.06 MOCK-UPS

A. Contractor shall assemble specified items, complete, with specified attachment and anchorage devices, seals, and finishes, as applicable.

B. Where mock-up is specified in individual Sections to be removed, Contractor shall clear the area after the mock-up has been accepted by Architect.

1.07 INSPECTION SERVICES

A. The County will provide services of a person or persons to perform inspection of the Project. Contractor shall:

1. Notify County at least 48 hours prior to expected time for operations requiring specific inspection.

2. Make arrangements with County's inspector(s) and pay for additional samples and tests required for Contractor's use.

1.08 MANUFACTURERS' FIELD SERVICES AND REPORTS

Contractor shall:

A. When specified in individual Specification Sections, require material or Product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust, and balance of equipment and as applicable, and to initiate instructions when necessary.

B. Submit qualifications of observer to Project Manager 30 days in advance of required observations. The observer is subject to approval of County.

C. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

D Submit report in duplicate within 30 days of observation to Project Manager for review.

**END OF SECTION**

## SECTION 01410

## TESTING LABORATORY SERVICE

### PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Selection and payment.

B. Contractor submittals.

C. Laboratory responsibilities.

D. Laboratory reports.

E. Limits on testing laboratory authority.

F. Contractor responsibilities.

G. Schedule of inspections and tests.

1.02 RELATED SECTIONS

A. Division 00 - Contract Conditions (General Provisions Paragraph 4-07).

B. Section 01090 - Reference Standards.

C. Section 01300 - Submittals: Manufacturer's certificates.

D. Section 01700 - Contract Closeout: Project Record Documents.

E. Drawings and individual Specification Sections: Inspections and tests required, and standards for testing.

1.03 REFERENCES

A. ANSI/ASTM D3740 - Practice for Evaluation of Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.

B. ANSI/ASTM E329 - Recommended Practice for Inspection and Testing Agencies for Concrete, Steel, and Bituminous Materials as Used in Construction.

C. The Geotechnical Investigation included as Appendix Item #1 of this Project Manual. (This report is provided for general information only, and neither the County nor the Architect warrants its accuracy or completeness.)

1.04 SELECTION AND PAYMENT

A. County will provide services of an independent testing laboratory to perform specified inspection and testing, or perform said inspection and testing in-house.

1.05 LABORATORY RESPONSIBILITIES

A. All concrete mixes are to be submitted for approval and the maximum slump shall be 4 inches unless otherwise approved. Concrete cylinders (3) will be taken for each type of pour. The contractor has to hire a firm to text the cylinders at 7, 14 and 28 days. The contractor is to submit mix designs for approval.

1.06 CONTRACTOR RESPONSIBILITIES

Contractor shall:

A. Deliver to laboratory at designated location, adequate samples of materials proposed to be used which require testing, along with proposed mix designs.

B. Cooperate with laboratory personnel, and provide access to the Work and to manufacturer's facilities.

C. Provide incidental labor and facilities to provide access to Work to be tested, to obtain and handle samples at the site or at source of products to be tested, to facilitate tests and inspections, storage and curing of test samples.

D. Notify Inspector and laboratory 24 hours prior to expected time for operations requiring inspection and testing services.

PART 2 - PRODUCTS

Not Used

## PART 3 - EXECUTION

### 3.01 SCHEDULES OF INSPECTIONS AND TESTS

A. As required by individual Specification Sections.

B. As required by Drawings.

**END OF SECTION**

## SECTION 01500

## TEMPORARY FACILITIES

1.01 GENERAL

A. Provide temporary facilities as shown or specified and as required to complete the work per Contract Documents.

B. Providing temporary facilities is the Contractor's sole responsibility, and is not limited to the minimums established by the requirements hereof. Except as otherwise indicated, the use of alternative temporary facilities equivalent to those specified is the Contractor's option, subject to the Project Manager's or the ARCHITECT's acceptance. Temporary construction facilities are defined to exclude tools and self-contained construction machines and equipment.

C. The types of temporary construction facilities as may be required for the project include:

1. Construction water distribution.

2. Dewatering facilities and drains.

3. Temporary enclosure.

4. Temporary heat

5. Ventilation and humidity control

6. Construction aids and miscellaneous facilities.

7. Temporary power distribution.

8. Temporary lighting.

## 1.02 QUALITY ASSURANCE

A. Regulations: Comply with governing regulations for the installation and use of temporary construction facilities, including health and safety regulations.

B. Standards: Comply with the "Manual of Accident Prevention in Construction" by AGC (AGC Safety Manual) and with NFPA Code 241 "Building Construction and Demolition Operations," and with ANSI AIO-Series standards "Safety Requirements for Construction and Demolition" and State of California Department of Indus-trial Relations, Division - Occupational Safety and Health CAC Title 8.

## 1.03 SUBMITTALS

A. General*:* Submit copies of whatever reports of inspections, tests, gauge readings and similar data and copies of permits and certificates have been secured for the operation of temporary construction facilities, including those used for dewatering, distributing power, lighting and similar operations.

## 1.04 JOB CONDITIONS

A. Schedule uses: Provide the temporary construction facilities ready for use at each location, at the time first needed to avoid delays in the performance of the work.

Maintain, expand and modify as needed through the progress of work, and do not remove until no longer needed or replaced by authorized use of completed permanent facilities of the project.

B. Temporary use of permanent facilities: Regardless of previously assigned responsibilities for temporary facilities, the Installer of each permanent facility shall assume responsibility for its operation, maintenance and protection during use as a construction facility prior to the Project Manager's acceptance and assumed operation of the facility.

C. Conditions of use: Operate, maintain, control and protect temporary construction facilities in a manner which will prevent overloading, hazardous exposures, fire, disease, damage or deterioration of completed work, pubic nuisances, and similar deleterious effects.

## 1.05 MATERIALS OF TEMPORARY FACILITIES

A. General: Provide either new or used materials and equipment, which are in substantially undamaged condition. Provide materials and equipment which are recognized in the construction industry, by compliance with appropriate standards, as being suitable for the intended use in each case, and capable of being maintained properly through the course of anticipated use at the project site.

B. Water hoses: Where shut-off nozzles are used at the discharge of water hoses, provide heavy-duty abrasion-resistant hoses with a pressure rating greater than the maximum pressure of the water distribution system. Where non-potable water is used, provide adequate warning sign on discharge end of each length of hose.

C. Heating units: Provide temporary heating unites which have been tested and labeled by UL, FM, FIA or a recognized trade association relate to the fuel being consumed (AGA, NEMA, or other).

D. Tarpaulins: Waterproof and fire-retardant type, UL labeled with a flame-spread rating of 15 or less. Provide translucent type (Laminated polyethylene with nylon reinforcement, or similar) for temporary enclosure where work is being or will be performed.

E. Voltage differences: Provide identification warning signs at power outlets which are other than 110-120 volt power. Provide polarized outlets for plug-in type outlets.

F. Electrical power cords: Use only grounded extension cords; hard-service type where exposed to abrasion and traffic of any kind.

G. Lamps and light fixtures: Provide general service type incandescent lamps of the wattage indicated or required for adequate illumination. Where exposed to breakage by construction operations, protect lamps with guard cages or tempered glass enclosures. Provide exterior type fixtures where exposed to weather or moisture.

## 1.06 INSTALLATION OF TEMPORARY FACILITIES

A. General:

1. Use qualified tradesmen for the installation of temporary construction facilities. Locate facilities where they will serve the total project construction work adequately, and result in minimum interference with performance of the work. Relocate, modify and extend facilities as required during the course of the work, to properly accommodate the entire work of the project.

2. Changeover from the use of temporary facilities to the use of the permanent facilities at the earliest feasible date in each portion of the building. Do not use permanent water piping for the distribution of non-potable water.

B. Dewatering facilities and drains: For general temporary drainage and dewatering facilities and operations provide dewatering as required to maintain the site, excavations and the construction free of water.

C. Temporary Enclosure: Where required, provide temporary enclosure of materials, equipment, work in progress and completed portions of work, so as to afford protection for both the work and employees, from whatever ill effects may result from the work or the weather. Provide temporary enclosure wherever temporary heat is needed and permanent building enclosure is neither yet completed nor

adequate for the containment of temporary heat. Coordinate temporary enclosures with ventilating and drying-of-the-work requirements, so as to avoid dangerous conditions and ill effects.

D. Temporary heat:

1. At each stage of construction in each portion of the building, restrict the selection of temporary heating facility to a method that is recognized as safe and without ill effect upon the work in place and being installed. Provide temporary heat wherever needed for the proper performance of the work, or for curing or drying of work recently installed, or for the protection of work in place from adverse effects of low temperatures or high relative humidity. Coordinate temporary heating with ventilation requirements to produce the indicated ambient condition required for the work, and at the same time to minimize the consumption of fuel or energy.

2. Except as otherwise indicated, maintain a minimum temperature of 45 degrees F in permanently enclosed portions of the building, and in areas where finished work has been installed.

E. Temporary ventilation: Ventilate wherever possible through the use of natural ventilation, utilizing temporary heat and temporary enclosures and openings to effect the needed movement of air where necessary. Operate units with filters and baffles to avoid the distribution of dust and to minimize other ill effects upon the work.

F. Construction aids and miscellaneous facilities: This category of temporary construction facilities includes scaffolding, ramps, runways, staging, temporary stairs, ladders, sheeting, shoring, cross-lot bracing, bridge, guard rails, barriers, closures, platforms, swing stages and temporary partitions. The design, construction and maintenance of these facilities is the sole responsibility of the Contractor. Provide whatever facilities are needed to accommodate the performance of the entire work of the project.

G. Temporary power distribution:

1. Provide a weatherproof, grounded, temporary power distribution system sufficient to accommodate the performance of the entire work of the project, including the use of tools, equipment and electrical construction machines,

temporary electrical heating, the operation of test equipment and systems which cannot be delayed until permanent power connections are operable, temporary operation of other temporary facilities including permanent equipment and systems which must be placed in operation prior to use of permanent power connections (pumps, HVAC equipment, elevator, and similar equipment) and power for temporary operation of existing facilities (if any) at the site during change-over to the new permanent power system. Provide circuits of adequate size and proper power characteristics for each use. Run circuit wiring generally overhead, and rise vertically in locations where it will be the least exposed to possible damage from construction operations, and result in the least interference with the performance of the work. Provide rigid steel conduit or equivalent raceways for wiring, which must be exposed on grade, floors, decks or other recognized exposures to damage or abuse.

2. Provide overload-protected disconnect switch for each temporary power circuit, located at the power distribution center.

3. For general use of power hand tools and task lighting, provide temporary 4-gang outlets at each floor level, spaced so that each area of work can be reached with a 100' extension cord. Provide separate 110-120 volt, 20-amp circuit for each 4-gang outlet (4 outlets per circuit).

4. Provide metal conduit, tubing or armored cable for protection of temporary power wiring; except, at Contractor's option and where permitted by code, wiring of circuits not exceeding 110-120 volt, 20 amp rating may be nonmetallic sheathed cable in areas where located overhead and exposed for surveillance, Provide metal enclosures or boxes for wiring devices.

5. It is assumed that required electric welding, if any, will be powered by the use of engine-driven power-generator sets, not by power from the temporary system.

H. Temporary lighting:

1. General: Provide a general, weatherproof, grounded temporary lighting system in every area of construction work, as soon as the overhead

floor/roof deck structure has been installed. Provide sufficient illumination for safe work and traffic conditions. Run circuit wiring generally overhead, and rise vertically in locations where it will be least exposed to possible damage from construction operations. Do not expose on grade, or other recognized areas of possible damage or abuse.

2. For general temporary lighting in construction areas, provide not less than one 200-watt incandescent lamp per 1000 square feet of floor area, uniformly distributed; or provide equivalent illumination of a similar nature. Provide not less than 100-watt incandescent lamps in corridors and similar traffic-ways spaced no more than 50' apart, except provide one lamp at each stairway or ladder landing.

3. Nonmetallic sheathed cable may, at Contractor's option and where permitted by code, be used for wiring lighting circuits where located overhead and exposed for surveillance. Provide metal conduit, tubing or armored cable where concealed or exposed to possible damage during construction operations. Do not wire temporary lighting with plain exposed (insulated) electrical conductors.

1.07 OPERATIONS AND TERMINATIONS:

A. Supervision: Enforce strict discipline in the use of temporary facilities. Limit availability of facilities to essential uses.

B. Maintained operations: Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation and similar facilities on a 24-hour-per-day basis where required to achieve the indicated results in the work, and avoid the possibility of damage to the work and temporary facilities.

C. Prevent water-filled piping and vessels from freezing, whether temporary or permanent, by either draining or by insulation or heating.

D. Termination and removal:

1. At the time the need has ended for each temporary construction facility, or for a substantial element of the facility, or when it has been replaced by authorized use of a permanent facility, or no later than the time of substantial completion, promptly remove the temporary facility unless requested by the Project Manager to retain it for a longer period of time. Complete the work, which may have been delayed because of interference's with temporary facilities, and restore work which may have been affected by temporary facilities. Repair damaged work, clean exposed surfaces, and replace work that cannot be satisfactorily restored. Except as otherwise indicated, the materials and equipment of temporary facilities remain the property of the contractors.

2. At the time of substantial completion clean and renovate permanent facilities, which have been used to provide temporary services during the construction period. Replace significantly worn parts and parts which may have been subjected to unusual operating conditions. Restore facilities to a substantially good-as-new condition in every respect. Replace used facilities that cannot be satisfactorily restored.

**END OF SECTION**

## SECTION 01540

## SECURITY AND PROTECTION

1.01 DESCRIPTION OF REQUIREMENTS

A. This section of General Requirements specifies minimum requirements of temporary provisions for security and protection not specified elsewhere. The providing of adequate security and protection is Contractor's sole responsibility, and is not limited to minimums established by requirements hereof. Except as otherwise indicated, use of alternative security and protection methods of facilities equivalent to those specified, is Contractor's option. The work of this section is not intended to include required insurance coverage, performance/payment bonds, individual provisions for safe performance of specific work, first aid requirements, general supervision, quality control, damage surveys, prequalification of construction personnel, temporary enclosure of completed work and stored materials, inspection and tests of the work, instructions to Owner's personnel and similar recognized protection/security provisions, which are, nevertheless, specified elsewhere in the Contract Documents, if required.

B. The types of security and protection facilities and services required for project (entire project not just work of contract) include but are not necessarily limited to the following:

1. Temporary fire protection.

2. Barricades, warning signs, lights.

3. Barrier fence enclosure.

4. Security enclosure and lockup of work.

5. Environmental protection. Coordinate permits with California Department of Fish and Game prior to commencing with the work (note: owner has paid the permit fee).

C. Coordinate with Owner to minimize conflict, and to facilitate Owner's operations. Coordinate with owner for a security plan, which will include ingress and egress, identification, protection of staff, materials and tools.

1.02 QUALITY ASSURANCE

A. Regulations: Comply with governing regulations for installation and operation of security and protection facilities, including rules and recommendations of fire departments, police rescue squads, watchman services and similar local organizations and companies.

B. Standards: Comply with NFPA Code 241 "Building Construction and Demolition Operations."

C. Responsibilities: The assignment of responsibilities for security and protection such as installation, maintenance and operation, is Contractor's obligation; refer to "Guidelines on Bid Conditions for Temporary Job Utilities and Services," by AGC and the Association of Specialty Contractors for industry recommendations.

1.03 JOB CONDITIONS:

A. Scheduled uses: Provide security and protection at times first needed at site; and maintain, expand and modify facilities as needed throughout construction period.

B. Temporary use of permanent facilities: The Installer of each permanent facility shall be required to assume responsibility for its operation, maintenance and protection during use (if any) as a temporary security or protection facility, prior to Owner's acceptance and assumed operation of facility.

C. Conditions of use: Use security and protection facilities and services in a safe, sanitary, lawful, and publicly acceptable manner, which will not interfere unduly with performance of the work nor result in other deleterious effect.

1.04 MATERIALS OF SECURITY AND PROTECTION FACILITIES

A. General: Provide either new or used materials and equipment, which are in substantially undamaged and serviceable condition.

B. Fire extinguishers: Provide type A fire extinguishers for temporary offices and similar spaces where there is minimal danger of electrical fires or grease-oil-flammable liquid fires. Otherwise, provide either type ABC dry chemical extinguishers or a combination of several extinguishers of NFPA-recommended types for exposure in each case.

C. Plywood: Provide exterior type, prime painted and finish painted. For fences and vision barriers provide minimum 5/8" thick plywood. For safety barriers and similar direct-contact uses, provide minimum 5/8" thick plywood.

1.05 INSTALLATION OF SECURITY/PROTECTION FACILITIES

A. General:

1. Use qualified tradesmen for installation of security and protection facilities. Locate facilities to serve total project construction work adequately, and to result in minimum interference with performance of the work. Relocate, modify and extend facilities as required during course of the work, to properly accommodate entire work of the project. Provide and maintain a reasonably neat and uniform appearance in security and protection facilities, acceptable to Project Manager.

2. Provide temporary security and protection facilities until time of substantial completion, or for longer periods of time as requested by Project Manager.

B. Temporary fire protection:

1. General:

a. During construction period and until time certain protection needs may be fulfilled by permanent facilities, install and maintain whatever types and forms of fire protection temporary facilities may be needed to adequately protect against fire losses which are

reasonably predictable and controllable. Except as otherwise indicated or required, comply with the applicable recommendations of NFPA No. 10 “Portable Fire Extinguishers” for each area of each construction activity when combustible materials, flammable liquids and similar exposures to possible fires are present. Locate extinguishers where most convenient and effective for intended purposes. Store combustible materials in recognized fire-safe locations and containers.

b. The local fire authority shall be consulted regarding temporary fire protection.

2. Program: Develop and supervise an overall fire prevention and first-aid fire protection program for personnel at project site. Instruct personnel in methods and procedures of program; post warnings and information, and enforce strict discipline. Review needs with local fire department officials and establish procedures to be followed. Maintain unobstructed access to extinguishers, fire hydrants, temporary fire protection facilities, stairways, and other access routes for fighting fires.

3. Temporary water: Where temporary water outlets are available, provide hoses of adequate length to reach construction areas associated therewith. Hang hoses with warning sign, to effect that it is for fire protection and is not to be removed. Match hose sizes with outlet sizes, and equip with suitable nozzles.

C. Permanent fire protection: not applicable

D. Barricades, warning signs and lights: Comply with recognized standards and code requirements for erection of substantial and structurally adequate barricades where needed to prevent accidents and losses. Provide lighting where appropriate and needed for recognition of facility, including flashing red lights where appropriate.

E. Enclosure fence: Installed by others. (Contractor will be responsible for any damage to and replacement of temporary fencing.)

F. Security enclosure and lockup:

1. General: Install substantial and durable temporary enclosure of partially completed areas of construction, with locking entrances, adequate to prevent unauthorized entrance, vandalism, theft, and similar deleterious effects and violations of project security. It is recognized that enclosure fence around construction site does not provide adequate security against certain exposure to loss by theft and vandalism.

2. Storage: Where materials and equipment must be temporarily stored, prior to and during construction, and are of substantial value or attractive for possible theft, provide secure lockup and enforce strict discipline in connection with timing of installation and release of materials, so that opportunity for theft and vandalism is minimized.

G. Environmental protection: Provide protection facilities, operate temporary facilities, conduct construction activities, and enforce strict discipline for personnel at project site in ways and by methods which comply with environmental protection regulations, and which minimize the possibility that air, waterways and subsoil might be contaminated or polluted, or that other undesirable and deleterious effects might result from performance of the work at project site. Avoid use of tools and equipment, which produce harmful noise; and restrict use of noise-making tools and equipment to hours or use which will minimize noise near project site.

1.06 TERMINATION AND REMOVAL

Maintain protection and security facilities and services in good operating condition through time of use and until completion and use of permanent work makes each temporary service unnecessary, or until Owner's occupancy has replaced the need for service or until its discontinuation has been otherwise authorized. Remove each facility promptly after its use has been terminated. Complete or restore permanent work that may have been delayed or otherwise affected by temporary facility. Replace work, which cannot be satisfactorily restored. Except as otherwise indicated materials and equipment of temporary security and protection facilities remain property of contractors.

**END OF SECTION**

## SECTION 01590

## TEMPORARY GENERAL SERVICES

1.01 DESCRIPTION OF REQUIREMENTS

A. Provide temporary services and facilities which will enable construction processes, and will accommodate other necessary activities at the project site. Providing adequate general services is the Contractor's sole responsibility, and is not limited to the minimums established by the requirements hereof. Except as otherwise indicated, the use of alternative general services equivalent to those specified is the Contractor's option, subject to the Project Manager's acceptance. Temporary general services exclude inspection and testing services, surveys, photographs, security provisions, protection, safety, final cleaning, startup of systems, instructions to Owner's personnel and other services which are recognized to be similar to the work of this section but are specified in other sections hereof, if required.

B. The types of temporary general services required for the project include, but are not necessarily limited to, the following:

1. Sanitary facilities.

2. Collection/disposal of waste materials.

3. Miscellaneous general services.

1.02 QUALITY ASSURANCE

A. Regulations: Comply with governing regulations for the installation and use of general service facilities, including health and safety regulations.

B. Standards: Comply with the "Manual of Accident Prevention in Construction" by AGC (AGC Safety Manual) and with NFPA Code 241 "Building Construction and Demolition Operations."

C. Responsibilities: Except as otherwise indicated, the assignment of responsibilities for installing facilities and performing general services, and for complying with trade regulations and union jurisdictions associated therewith, is the Contractor's obligation.

1.03 SUBMITTALS

Submit copies of inspection reports, certificates, permits and similar documentation required or issued in connection with general services.

1.04 JOB CONDITIONS

A. Scheduled uses: Provide temporary general services at the time first needed at the site; and maintain, expand and modify the facilities as needed throughout the construction period.

B. Conditions of use: Operate, maintain, control and protect general service facilities in a manner which will prevent fire, hazardous exposures, health problems, unsanitary conditions, pollution, contamination, discomfort to users, flooding, freeze-up, interference with the construction work, public nuisances and similar deleterious effects.

1.05 MATERIALS AND EQUIPMENT OF GENERAL SERVICES

A. General: Provide either new or used materials and equipment for general service facilities, which are in substantially undamaged and serviceable condition. Provide types and qualities, which are recognized in the construction industry as suitable for the intended use in each application.

B. Drinking water: Potable water approved by local health authorities.

C. Construction materials: For offices, fabrication shops, storage sheds and similar construction, provide standard manufactured prefabricated or mobile home construction insulated and weather-tight where indicated to be heated or air conditioned; or provide equivalent job-built construction. Equip each unit with locked entrances, operable windows, roofing, adequate foundations for usual loading including wind loads, serviceable finishes of the types indicated, and mechanical/electrical equipment as needed to achieve the ambient conditions indicated.

D. Self-contained toilet units: Single-occupant, self-contained units of the chemical aerated recirculation type fully enclosed with a glass fiber reinforced polyester shell or similar non-absorbent material, properly vented and maintained in operation.

E. Project Sign: Except as otherwise indicated, provide 4’ x 8’ exterior type, grade B-B with high density concrete form overlay plywood (PS 1), on design provided by Engineer. Provide exterior-grade enamel for painting sign panels and applying required graphics.

1.06 INSTALLATION OF GENERAL SERVICE FACILITIES

A. General: Locate facilities where they will serve the total project construction work adequately, and result in minimum interference with performance of the work. Relocate, modify and extend facilities as required during the course of the work, to properly accommodate the entire work of the project.

B. Sanitary facilities:

1. General: Sanitary facilities include toilets, wash facilities, and drinking water fixtures. Comply with governing regulations including safety and health codes for the type, number, location, operation, and maintenance of fixtures and facilities, but provide not less than the specified requirements. Install sanitary facilities in available locations which will best serve the needs of personnel at the project site.

2. Toilets: Choice of either self-contained toilet units or water/sewer connected temporary toilet installations (or both) is the Contractor's option to the extent permitted by governing regulations.

3. Drinking water fixtures: Supply drinking water for construction personnel by either water-system-connected drinking fountains or by containerized tap-dispensers with paper cups (or both) at Contractor's option.

C. Collection and disposal of wastes: Establish and enforce a daily system for collecting and disposing of waste materials from construction areas and elsewhere at the project site. Do not hold collected materials at the site for periods of more than 7 days, nor for periods of more than 3 days during hot weather (when daily temperatures can be expected to rise above 80 degrees F). Handle hazardous, dangerous, unsanitary, contaminated, polluting and similar harmful wastes separately from inert materials, by containerizing in an appropriate manner. Dispose of each category of waste material in a lawful manner. Do not bury or burn waste materials on the Owner's property.

D. Parking: Arrange for temporary surface parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking. Parking areas must be approved by Project Manager due to environmentally sensitive areas (i.e. vernal pools, wetlands)

E. Miscellaneous general services: Include whatever general services may be required, or are found to be necessary, for the accommodation of the work. The items of general service which may be needed include, but are not necessarily limited to, the installation of postal delivery service, parking spaces at the temporary offices, walkways in and around the construction area and personal protection items for employees and visitors.

1.07 OPERATIONS AND TERMINATIONS

A. Supervision: Enforce strict discipline in the use of general services at the project site. Limit availability of facilities to essential and intended uses, so as to minimize wastes and the possibility of abuses and the resulting unsanitary and hazardous or dangerous conditions. Do not allow temporary offices and similar temporary or permanent spaces to be used as living quarters, or for other unintended occupancies or uses.

B. Maintenance: Operate and maintain general services in good operating condition through the time of use, and until removal is authorized. Protect from damage by weather.

C. Termination and removal: When the need has ended for each temporary general service facility, or at the time of substantial completion, promptly remove the facility unless requested by the Project Manager to retain it. Complete or restore permanent work which may have been delayed or otherwise affected by the temporary facility. Replace work which cannot be satisfactorily restored. Except as otherwise indicated, the materials and equipment of temporary general services remain the property of the Contractor. Owner reserves the right to take possession of project identification signs.

**END OF SECTION**

**SECTION 01600**

**MATERIAL AND EQUIPMENT / SUBSTITUTIONS**

PART 1 - GENERAL

1.01 SECTIONS INCLUDES

A. Products.

B. Transportation and handling.

C. Storage and protection.

D. Product options.

E. Substitutions.

1.02 RELATED SECTIONS

A. Division 00 - Contract Conditions (General Provisions Paragraph 4-10).

B. Section 01300 - Submittals.

C. Section 01400 - Quality Requirements.

1.03 PRODUCTS

A. "Products" means new material, machinery, components, equipment, fixtures, assemblies, and systems forming the Work; and does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse.

B. Do not use material and equipment removed from existing premises, except as specifically permitted by the Contract Documents.

C. Provide interchangeable components of the same manufacturer, for similar components.

D. Comply with Specifications, referenced standards, and applicable codes and regulations as minimum requirements.

E. Provide new materials except as specifically allowed by Contract Documents.

F. Provide equipment and systems composed of materials from a single manufacturer except where otherwise recommended by equipment or systems manufacturer or where otherwise indicated in Contract Documents.

1.04 WORKMANSHIP

Contractor shall:

A. Comply with industry standards and applicable codes except when more restrictive tolerances or requirements indicate more rigid standards or precise workmanship.

B. Perform work by persons qualified to produce workmanship of specified quality.

C. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, and racking. Seismic and vertical load anchors shall conform to applicable code requirements.

D. Install products plumb, straight and true, and in correct relationship to adjacent materials, with hairline joints, free of rough, sharp or potentially hazardous edges.

1.05 MANUFACTURERS' INSTRUCTIONS

A. When work is specified to comply with manufacturer's recommendations or instructions, distribute copies to persons involved, and maintain one set in field office.

B. Perform work in accordance with details or recommendations and instructions and specified requirements.

C. Should a conflict existing between the Specifications and recommendations or instructions, consult with the County.

D. Where manufacturer's information notes special recommendations in addition to installation instructions, comply with both recommendations and instructions.

1.06 PRODUCT OPTIONS

A. Contractor shall provide products listed in the Contract Documents, products by manufacturers listed in the Contract Documents, and products meeting specified requirements.

B. Procedures are described for requesting substitution of unlisted materials in lieu of materials named in the Contract Documents.

C. Contractor's Options:

1. For products specified only by reference standard, select products meeting the referenced standard.

2. For products specified by naming one or more products or manufacturers, select products of any named manufacturer meeting the Specifications.

3. For a product or manufacturer not specifically named, submit a Request for Substitution.

4. Where terms "or equal", or "or approved equal", or similar references are made, submit a Request for Substitution for any product or manufacturer not specifically named in the Contract Documents.

1.07 SUBSTITUTIONS

A.. The Contractor may submit written requests for substitutions for specified products within fifteen days preceding bid date or within 5 days following date of receipt of Notice to Proceed. Requests received after the 5 days will not be considered except for the following reasons:

1. Product discontinued.

2. Insufficient quantity except as caused by failure to award subcontract in time, or failure to order products so as to insure delivery without delay of work.

3. Delays beyond control such as strikes, fires, and acts of nature, war or civil disorder.

4. Reasons supported by sufficient evidence to satisfy the Project Manager that the request should be allowed.

B. Submit four copies of each request for substitution. Include in each request:

1. Complete data indicating compliance of substitute with Contract Documents.

2. For products:

a. Product identification including name and address of manufacturer, source of supply nearest job site, contract specifications identification, and location in the work.

b. Product data: Description, performance and test data, reference standards; for substitute and specified item.

c. Samples, if requested.

d. Name and address of similar projects on which product was used and date of installation.

e. Deduction from contract price to be allowed for acceptance of substitutions.

3. For construction methods:

a. Detailed description of proposed methods.

b. Drawings illustrating methods.

4. Itemized comparison of specified and proposed methods or products.

5. Data relating to changes in construction schedule.

6. Accurate cost data on substitution com- pared to costs of specified item.

C. In making request for substitution the bidder or Contractor represents:

1. He has investigated the proposed substitute and determined that it is equal or superior in all respects to the specified item.

2. He will provide the same guarantee, warranty bonds or other assurances for the substitute as for the specified item.

3. He waives all claims for additional costs related to the substitution that may develop.

4 Cost data is complete and includes all related costs under his contract.

D. Substitutions will not be considered if:

1. They are shown or implied on other submittals without formal request per this section.

2. Acceptance will require substantial revision of the Contract Documents or the work.

E. Only one substitution will be considered for any one material. If the requested substitution is not accepted the originally specified product must be supplied.

F. Action on Requests for Substitution Approval of request will be documented by Change Order. Denial of request will be made by letter or RFI.

1.08 TRANSPORTATION AND HANDLING

Contractor shall:

A. Transport and handle products in accordance with manufacturer's instructions.

B. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.

C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

1.09 STORAGE AND PROTECTION

Contractor shall:

A. Store and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight, climate controlled enclosures.

B. For exterior storage of fabricated products, place on sloped supports, above ground.

C. Provide off-site storage and protection when site does not permit on-site storage or protection.

D. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.

E. Store loose granular materials on solid flat surfaces in a well-drained area. Prohibit mixing with foreign matter.

F. Provide equipment and personnel to storage products by methods to prevent soiling, disfigurement, or damage.

G. Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under specified conditions.

PART 2 – PRODUCTS

Not Used.

PART 3 – EXECUTION

Not Used.

**END OF SECTION**

## SECTION 01700

## PROJECT CLOSEOUT

1.01 DESCRIPTION OF REQUIREMENTS

A. Definitions: Closeout includes the general requirements near the end of the contract time, in preparation for final acceptance, final payment, normal termination of the contract, occupancy by the Owner and similar actions evidencing completion of the work. Specific requirements for individual units of work are specified in the specification sections. The time of closeout is recognized to be directly related to "Substantial Completion," and therefore may be either a single period for the entire work or a series of periods for individual parts of the work which have been certified as substantially complete at different dates.

1.02 PREREQUISITES FOR SUBSTANTIAL COMPLETION

A. General: Prior to requesting Project Manager's inspection for certification of substantial completion, as required by the General Conditions, complete the following and list known exceptions in request:

1. Submit last Progress Payment Request, with sworn statement showing 100 percent completion of the work, complete with associated releases, consents and supports.

2. Submit statement showing final accounting of changes to the contract price.

3. Advise Project Manager of pending insurance change-over requirements.

4. Submit special guarantees, warranties, workmanship bonds, maintenance agreements, final certifications and similar documents.

5. Obtain and submit, operating certificates, final inspection/test certificates, and similar releases enabling Owner's full and unrestricted use of the work and access to services and utilities.

6. Submit record drawings, maintenance manuals, final project photographs, damage or settlement survey, property survey, and similar final record information.

7. Deliver tools, spare parts, extra stocks of materials, and similar physical items to Owner.

8. Complete start-up testing of systems, and instructions of Project Manager's operating/maintenance personnel.

9. Discontinue (or change over) and remove from the project site temporary facilities and services, along with construction tools and facilities, and similar elements.

10. Complete the final cleaning.

11. Touch-up and otherwise repair and restore marred exposed finishes.

B. Inspection procedures: Upon receipt of Contractor's request, Project Manager will either proceed with inspection or advise Contractor of prerequisites for inspection not fulfilled. The number of items to be corrected or completed will be averaged. When the average exceeds four items, the inspection will be stopped and the Contractor advised that the work is not ready for inspection. The Contractor shall then resume the work. Following initial complete inspection, Project Manager will either prepare certificate of substantial completion, or advise Contractor of work which must be performed prior to issuance of certificate; and repeat inspection when requested and assured that work has been substantially completed. Results of completed inspection will form initial "punch-list" for final acceptance.

1.03 PREREQUISITES FOR FINAL ACCEPTANCE

Prior to requesting Project Manager's final inspection for certification of final acceptance and final payment, as required by the General Conditions, complete the following and list known exceptions (if any) in request:

A. Submit final payment request with final releases and supports not previously submitted and accepted. Include certificates of insurance for products and completed operations.

B. Submit updated final statement, accounting for additional changes to the contract price.

C. Submit certified copy of Project Manager's final punch-list of itemized work to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, endorsed and dated by the Project Manager.

1.04 RECORD DOCUMENT SUBMITTALS

A. General: Specific requirements for record documents are indicated in individual sections of these specifications. The general requirements are indicated in individual sections of these specifications. The general submittal requirements are indicated in section 01.300. Do not use record documents for construction purposes; protect from deterioration and loss in a secure fire-resistive location; provide access to record documents for the Project Manager's inspection during normal working hours.

B. Record drawings: Refer to Section 01720 - Record Documents.

C. Maintenance manuals: Organize maintenance-and-operating manual information into suitable sets of manageable size, and bind into individual binders properly identified and indexed (thumb-tabbed); Include emergency instructions, spare parts listing, warranties, guarantees, wiring diagrams, recommended "turnaround"

cycles, inspection procedures, shop drawings, product data, and similar applicable information. Bind each manual of each set in a heavy-duty 2", 3-ring, vinyl-covered binder, and include pocket folders for folded sheet information. Mark identification on both the front and spine of each binder.

1.05 CLOSEOUT PROCEDURES

A. General operating/maintenance instructions: Arrange for each installer of work requiring continuing maintenance or operation (by the Owner) to meet with the Project Manager's personnel, at the project site, to provide basic instructions needed for proper operation and maintenance of the entire work. Include instructions by manufacturer's representative where installers are not expert in the required procedures. Review maintenance manuals, record documentation, tools, spare parts and materials, lubricants, fuels, identification system, control sequences, hazards, cleaning and similar procedures and facilities. For operational equipment, demonstrate start-up, shutdown, emergency operations, noise and vibration adjustments, safety, economy/efficiency adjustments, and similar operations. Review maintenance and operations in relation with applicable guarantees, warranties, agreements to maintain, bonds, and similar continuing commitments.

1.06 FINAL CLEANING

A. General: Special cleaning for specific units of work is specified in the sections of specifications.

B. Provide final cleaning of the work, at the time indicated, consisting of cleaning and grading the work area to its preconstruction condition prior to placing the final erosion control measures.

**END OF SECTION**

## SECTION 01720

## RECORD DOCUMENTS

1.01 DESCRIPTION OF REQUIREMENTS

A. Record documents include those documents or copies relating directly to the performance of the work, which the Contractor is required to prepare or maintain for the Owner's records, recording the work as actually performed. In particular, record documents show changes in the work in relation to the way in which it was shown and specified by the original contract documents; and show additional information of value to the Owner's records, but not indicated by the original contract documents. Record copies include newly-prepared drawings (if any are specified), marked-up copies of contract drawings and shop drawings, marked-up copies of specifications, addenda and change orders, marked-up product data submittals, record samples, field records for variable and concealed conditions such as excavations and foundations, and miscellaneous record information on work which is otherwise recorded only schematically or not at all. Certain individual work sections indicate specific record-copy requirements, which extend the requirements of this section.

B. Refer to Section 01700 for general closeout requirements related to the submittal of record copies.

1.02 RECORD DOCUMENTS

A. Record Drawings:

1. Mark-up procedures: During the progress of the work, maintain a white-print set (blue-line or black-line) of contract drawings and shop drawings, with mark-up of actual installations which vary substantially from the work as originally shown. Mark whatever drawings are most capable of showing the as-built condition, fully and accurately. Where shop drawings are marked-up, mark cross-reference on contract drawings at the corresponding location. Mark with erasable colored pencil, using separate colors where feasible to distinguish between changes for different categories of work at the same general location. Mark-up important additional information which was either shown schematically or omitted from original drawings. Give particular attention to information on work to be concealed that would be difficult to identify or measure and record at a later date. Note alternative numbers.

2. Preparation of transparencies:

a. In preparation for certification of substantial completion on the last major portion of the work, review the completed mark-up of record drawings with the Project Manager. Identify and date each updated drawing.

b. Printing of original drawings, with addition of contract modifications, to produce transparencies and other prints as required herein is the Engineer's responsibility.

3. Distribution: Upon completion of the record drawings, prepare three copies of each drawing, regardless of whether changes and additional information were recorded thereon. Organize each of the three copies into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover of each set. Organize and bind the mark-up set of prints (maintained during the construction period) in the same manner. Submit mark-up set, three copy sets, and transparencies to Project Manager for Owner's records.

B. Record *S*pecifications: During the progress of the work, maintain one copy of the specifications, including addenda, change order and similar modifications issued in printed form during construction, and mark-up variations (of substances) in the actual work in comparison with the test of specifications and modifications as issued. Give particular attention to substitutions, selection of options, and similar information on work where it is concealed or cannot otherwise be readily discerned at a later date by direct observation. Note related record drawing information and product data, where applicable. Upon completion of mark-up, submit to Project Manager for Owner's records.

**END OF SECTION**

**END OF DOCUMENT**

# TEHAMA COUNTY

# PUBLIC WORKS ENGINEERING BUILDING RE-ROOF PROJECT

# SPECIFICATIONS

**Project Location**: Tehama County Public Works
9380 San Benito Avenue
Gerber, California

**Project Summary:**

The Project includes, but is not limited to furnishing all materials, labor, tools, equipment and incidentals for all work involved to remove and replace approximately 2,830 square feet of existing roofing materials with new Title 24 compliant PVC single ply roofing material, underlayment, and flashings.

**Building Type and Identification:**

The building to be reroofed is a modular building consisting of four (4) portable sections assembled as a single building on a fixed, wood-framed foundation.

| | |
|---|---|
| Manufacturer & ID No. | Spectrum Designs, Inc., 90019 |
| Date of Manufacture: | February 4, 1985 |
| Model No. | 1260 |
| Title Holder: | County of Tehama |
| Label or Insignia Nos. | 44785, 44786, 44787, 44788 |
| Existing Roof Materials: | PVC membrane over what appears to be either tar or asphalt-based roofing materials with HDPE separator sheet in-between |
| Roof Frame and Sheathing: | Wood framing covered with plywood sheathing |
| Roof load rating: | reported as: 20 psf (not verified) |
| Nominal exterior building dimensions: | 60 ft x 48 ft |

## 1.0 General Instruction

1.1 The Contractor shall inspect the work site prior to placing his bid to educate himself of the: nature and location of the work; the general and local conditions, particularly those bearing upon availability of transportation, disposal, handling and storage of materials; availability of labor, water, electrical power; possible existence of working in a sensitive, secure or similar type of restricted environment or under restricted physical conditions at the site; character of equipment and facilities needed preliminary to and during the prosecution of the work; and all other matters which can in any way affect the work or the cost thereof under this contract.

1.2 The Contractor shall inspect the site prior to placing his bid to verify: measurements, character, quality, and quantity of surface and subsurface materials to be encountered in the construction site to every extent possible. Any failure by the Contractor to acquaint himself with conditions of the site will not relieve him from responsibility for properly estimating the difficulty or cost of successfully performing the work.

1.3 All work shall be in coordination with and at the direction of Tehama County Public Works. Work shall be done during regular business hours, Monday – Friday, 8:00 AM to 5:00 PM unless coordinated in advance with the Senior Civil Engineer. The schedule of work shall be coordinated in advance with the Senior Civil Engineer. The schedule of work shall be coordinated to minimize the impact on daily operations.

1.4 Coordinate any electrical power disruptions with County staff.

1.5 Contractor to erect and maintain temporary barricades, signs, and other measures as necessary to protect the public, workers, and adjoining areas during construction.

1.6 All material that is demolished and removed during the course of this project shall be disposed of in a legal manner and shall become the property of the Contractor.

1.7 Successful Contractor warrants and guarantees that all materials and equipment will be of good quality and free from faults or defects and will perform all work according to standard industry regulations and practices.

1.8 This is a prevailing wage project pursuant to Section 1770 et. Seq. of the Labor Code. Contractor shall be required to pay, at least, the general prevailing wage rates as determined by the Director of the Department of Industrial Relations of the State of California.

1.9 Contractor shall comply with all codes, ordinances, rules, regulations, orders and other legal requirements of public authorities which bear on the performance of the work.

1.10 The Contractor shall obtain all permits necessary to complete the work at no cost to the Contractor. County will pay permit fees directly to the permitting agency.

1.11 Any measurements cited herein are approximate. All measurements shall be verified by the Contractor prior to submission of bid.

1.12 Contractor shall comply with all codes, ordinances, rules, regulations, orders and other legal requirements of public authorities which bear on the performance of the work.

## 2.0 Materials

2.1 Membrane

A. The roofing system shall be a 60 mil (minimum), polyester fiber reinforced, polyvinyl chloride (PVC) membrane for attachment over Dens Deck. Material components shall all be from one (1) manufacturer, shall have a UL Class A fire rating, and shall be the currently produced product from the manufacturer.

B. Color: To be selected from the standard colors of the product. White

2.2 Approved Manufacturers and Products

A. Approved Manufacturers: Duro-Last or other approved equal.

B. Roofing system shall have been manufactured directly by the Manufacturer. No "Private Label" or third-party membrane manufacturers will be approved as alternates or substitutes.

2.3 Other Roofing Materials: All materials shall conform to the following:

A. Membrane Adhesive and Fasteners: Manufacturer's recommended adhesive and fasteners.

B. Paint: suitable to the surface to be painted; color to match existing.

C. Coping Sealant: One (1) part silicone sealant, Dow 795, or Sika Sikasil WS-295.

D. Metal Edge and Flashings: 24-gauge steel flashings. Finish may be Kynar, PVC clad or metal prepared for and finish painted. All metal flashings and components will be those recommended by the roofing manufacturer for the particular location and installation.

E. Termination Bar: s provided or recommended by roofing system manufacturer.

F. Flashing Membrane: PVC membrane of specified thickness to be used for flashing.

G. Coping Lap Sealant: Elastomeric silicone, one part; Dow 795 or GE Silpruf SCS 2000 or Sika Sikasil WS-295.

H. Underlayment Board: 1/4" GP Dens Deck Prime (1/2" on walls) fire retardant gypsum board or as required by roofing materials manufacturer for a fire retardant installation.

I. Underlayment Adhesive: Manufacturers recommended two-part low-rise foam adhesive.

J. Pipe Supports: Cooper B-Line DuraBlock rubber supports, Miro Industries pipe supports or Erico-Caddy EZ Series pipe stands.

K. Miscellaneous Sheet Metal: 24-gauge Kynar-coated steel or aluminum.

L. Miscellaneous Materials: Materials required or supplied by the manufacturer.

## 3.0 Performance Requirements

3.1 General: Provide and install specified membrane and flashings that remain watertight, do not pond water, resist thermal movement and resist exposure to weather without failure.

3.2 Wind Loading Calculations: The contractor shall provide design calculations to demonstrate satisfaction of ASCE /SEI 7-10 and other building codes pertaining to the roof installation. The roof design calculations will be part of the product submittal package. Roofing materials will only be ordered after written approval of the materials submittal package.

3.3 Supply and install materials meeting the following standards:

A. Underwriters Laboratories, Inc. (UL) – Northbrook, IL

1. Class ‘A’ Assembly

3.4 In the event of conflict between these project specifications and the manufacturer’s minimum requirements, the more stringent or higher standard of material and installation will be provided. The installation will meet or exceed the manufacture’s standards for issuance and maintenance of the material and installation warranties.

## 4.0 Execution

### Preparation of Surfaces

4.1 Tear Off: All roofing materials shall be removed from the deck and parapet walls and the roof surfaces shall be thoroughly cleaned. Clean surfaces of contaminants that will impair installation / adhesion of roofing components. Remove and replace loose nails. Secure loose sheathing and framing with wood screws. Decks and walls shall be made clean, smooth and dry prior to installation of new roofing system

4.2 Inspection of Existing Underlayment: Upon tear-off of existing roofing system, inspect the substrate for water damaged or wet materials; cracked, broken or loose sheathing and framing members; holes and other defects in the substrate and framing. Verify uniform slope from ridge to eave and identify any ‘bird bath’

depressions in the substrate prior to reroofing. Report all defects to the County Project Manager for resolution prior to continuing with reroofing.

4.3 Repairs and Surface Preparation

A. Make repairs of framing, sheathing, blocking and substrates as agreed upon with County Project Manager.
B. Remove and replace wet insulation if found during tear-off.
C. Proceed with installation only after unsatisfactory conditions have been corrected.

4.4 Maintain Water and Weather-tight Protection of Roof Surfaces: Contractor shall ensure favorable weather conditions prior to removal and replacement of roof materials. Contractors work shall not expose a greater area of the roof than can be temporarily weatherproofed at the end of any work day when inclement weather dictates such protective measures be utilized.

**Separator Sheet and Underlayment Board**

4.5 Install a separator sheet over the entire roof to isolate the asphalt roofing materials from the new roofing materials. Overlap seams of the separator sheet to provide continuous coverage of the asphalt roofing materials.

4.6 Underlayment Board:

A. Install boards over separator sheet and deck sheathing using fasteners and attachment pattern approved by the roofing manufacturer.

B. Install additional fasteners around perimeters, in corners and at vertical transitions as required by manufacturer.

**Roofing Membrane**

4.7 The membrane roofing system is to be mechanically attached or adhered as recommended by the membrane manufacturer for the particular roof type. Adjacent sheets shall have minimum lap areas of 6" along edge seams and 3" at end seams. Welds shall be 1-1/2" wide when machine welded and 2" wide when hand welded. Welding equipment shall be provided by or approved by membrane manufacturer. Use half width rolls to conform to manufacturer's requirements around roof perimeters. All completed welded seams shall be checked after cooling using a suitable blunt-tipped tool.

**Drains and Gutters**

4.8 Gutters and Drains

A. Water test all gutters and downspouts before and after application to assure unrestricted flow.

B. Report any leaks or defects to county project manager for resolution.

**Flashings**

4.9 Pipe or Conduit Penetrations: Remove and discard metal flashings and install roofing manufacturer approved cone or prefabricated boot. Secure and seal pipe boot to roof deck and pipe with fasteners and sealants approved by membrane manufacturer.

4.10 Drip Edge

A. Remove and discard metal flashings and install roofing manufacturer approved cone or prefabricated boot. Secure and seal pipe boot to roof deck and pipe with fasteners and sealants approved by membrane manufacturer

B. The drip edge shall contain a “kick” to direct water away from face of wall and/or to direct water into rain gutter.

**Parapets**

4.11 Walls

A. Install wood nailers on top of walls if missing or damaged.

B. Install new cant strips of nominal 1 ½” x 1 ½” dimensions to bottom edges of parapet walls for length of parapet walls.

C. Install ½” Dens Deck fully adhered and sealed on the face of the wall.

D. Install membrane on walls extending over the top of the wall to each side. Secure per requirements of the membrane manufacturer.

4.12 Base Flashings: From roofing manufacturer’s standard details and products line, install parapet wall flashings to cover the top and face of the wall and extend to the roof deck to provide a continuous water tight seal that does not catch or hold water, over all surfaces.

4.13 Copings: Parapet wall cap shall be 24 gauge white metal coping running the entire length of the wall with overlaps of minimum 6 inches and fit to ensure a water tight application, apply caulking compound at each lapped joint. New metal coping is to be attached with fasteners driven only through side flanges.

**Clean Up / Touch Up / Close Out**

4.14 Protect membrane from damage and wear during roof installation.

4.15 Clean spillage or traffic marring using cleaning agents and procedures recommended by the roofing manufacturer.

4.16 Paint all new and existing metal (or use Kynar-coated metal), including new counter- flashings with specified coating or paint in a minimum of two (2) coats. Color to be selected from standard colors.

4.17 Water test all rain gutters and down spouts in the presence of the County Project Manager to assure free flow. Clean all gutters and down spouts that demonstrate restricted flow.

4.18 Perform a water tightness testing with a jetted water stream from a water hose to identify potential problems for correction. Repair any defects identified by the water testing.

4.19 Perform final inspections required by manufacturer and per project specifications.

## 5.0 Quality Assurance

5.1 Verification of Conditions and Materials

A. The project specifications and plans provided to the roofing contractor do not relieve the roofing contractor of his obligation to thoroughly check the dimensions, substrate and surface conditions, slope and other conditions of the roof before and during the re-roofing operations.

B. Contractor must provide product data submittals of roofing materials and components, plus physical samples of materials, at the pre-construction conference for the purpose of review and approval by the Owner prior to ordering materials for the project.

5.2 Regulatory Requirements

A. Roof Membrane Attachment: Membrane attachment shall conform to requirements of the roofing manufacturer, International Existing Building Code and California Building Code. The installation shall include upgrades and detailing to modify attachment for special requirements in the area where the building is located.

B. Roofing contractor shall be responsible to meet OSHA and Cal-OSHA requirements for safety of all roofing workers on the roof and on the job site. Workers shall be properly restrained from falling when working near building edges.

C. Materials shall be disposed of according to applicable regulations.

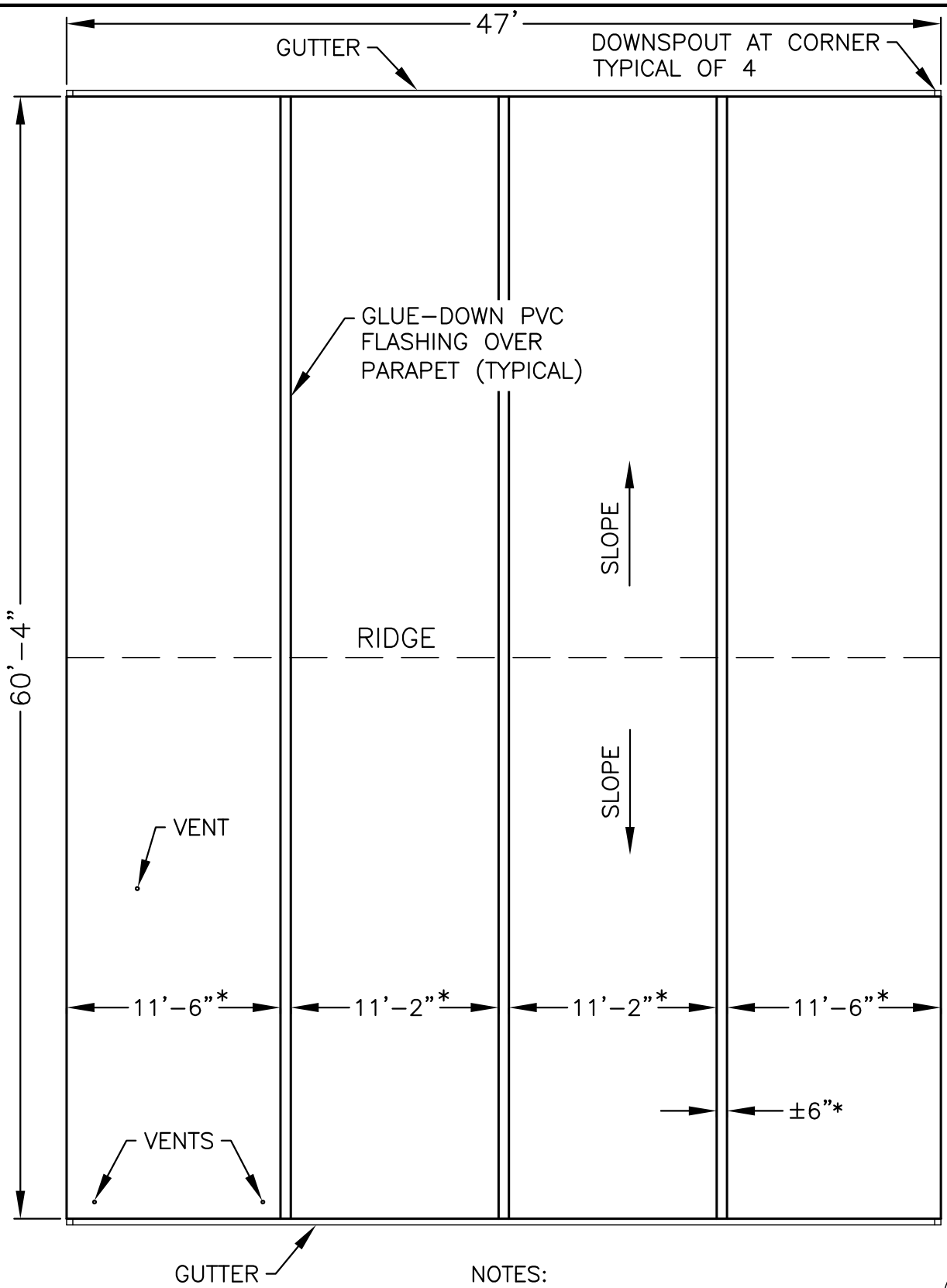
D. The materials survey of the existing roof materials indicates no asbestos containing materials. See attached copy of roof sample analysis.

## 6.0 Submittals

6.1 The awarded Contractor shall provide the County, within 10 working days of award, the submittals of the wind load calculations and installation details for review and acceptance prior to installation.

6.2 The awarded Contractor shall provide the County, within 10 working days of award, submittals of proposed materials and manufacturer's installation details for the proposed roofing materials

6.3 Prior to the submittal, Contractor shall determine and verify field dimensions and conditions of the work areas. Contractor is responsible for submitting accurate measurements.




NOTES:
1. DIMENSIONS ARE NOMINAL.
2. * APPROXIMATE DIMENSION TO FACE OF FRAMING.

N

# TEHAMA COUNTY PUBLIC WORKS
# ENGINEERING BUILDING
# ROOFING PLAN

SCALE: 1" = 8'

DATE: 9/29/16