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SECTION 00 11 00 - NOTICE TO Bidders

NOTICE IS GIVEN THAT SOLANO COUNTY, CALIFORNIA, will receive bids for the furnishing of all labor, materials, transportation, and services necessary for the completion of the:

Claybank Campus Perimeter Security Fence Replacement Project
At 2500 Claybank Road, Fairfield, CA

I. Each bid must be in accordance with the bid documents, construction drawings and specifications. Bidders may view copies of the bid documents from the Solano County website and any of the following plan rooms, where the documents are on file on or about July 18, 2020.

SACRAMENTO REGIONAL BUILDERS EXCHANGE  MARIN BUILDERS ASSOCIATION
www.srbx.org  www.marinbuilders.com
Phone (916) 442-8991  Phone: (415) 462-1220

BAY AREA BUILDERS EXCHANGE  PLACER COUNTY CONTRACTORS ASSOCIATION & BUILDERS EXCHANGE
www.bayareabx.com  www.pccamembers.com
Phone (925) 685-8630  Phone (916) 771-7229


Contractor is responsible for downloading and printing the documents at bidder’s expense.

II. Sealed bid will be accepted until 2:00 P.M. local time, August 24, 2020, at the Solano County Capital Projects Management Division (CPM), 675 Texas Street, Suite 2500, Fairfield, California 94533. Proposals received after 2:00 P.M. will not be considered responsive and will be returned to bidder unopened. Telephone and fax bids will not be accepted.

III. A mandatory pre-bid conference will be held at the Claybank Detention Facility lobby, 2500 Claybank Road (Fonstal Rd), Fairfield, CA at 9:00 A.M. local time on July 29, 2020. All Bidders must attend the pre-bid conference and sign the pre-bid roster in order to be eligible to bid this project.

IV. All inquiries regarding the project shall be directed to the CPM Division, located at 675 Texas Street, Suite 2500, Fairfield, CA 94533 using the form provided in the project specifications. Contact person is Orlie Coronel-Mangune, Project Manager, (707) 784-7908 (phone), ucoronel-mangune@solanocounty.com (e-mail). Only requests for information received in writing or email by close of business on or before August 17, 2020 will be responded to.
V. Contractor must possess a B or C-13 Contractor’s License from the State of California and the required classification(s) of Contractor’s License at the time the Bid is submitted (per Business and Professions Code §7028.15).

VI. Solano County forms are provided in the specifications and shall be used for all proposals. Bidders shall read and review the bid documents carefully, and shall familiarize themselves thoroughly with all requirements. Bid documents will be available for review at the mandatory pre-bid conference and job walk.

VII. A bid bond or certified check in the amount of 10% of the bid is required.

VIII. Within five (5) days after issuance of the Notice to Proceed, the successful bidder shall be required to furnish a Labor and Materials Payment Bond and Performance Bond in an amount equal to 100% of the Contract amount.

IX. Bids shall not expire for a period of ninety (90) days from the bid date.

X. Wage rates and restrictions on working days and times shall meet all requirements of the Labor Code of the State of California for public contracts. The bidder may contact the Director of the Department of Industrial Relations; phone number (415) 703-4774, to obtain a schedule of the general prevailing wages applicable to the location and work to be done. The contractor and the contractor’s subcontractor are responsible for compliance with the requirements of Section 1777.5 and 1777.6 of the Labor Code of the State of California regarding employment of apprentices.

XI. All contractors and subcontractors must be registered with California Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5. DIR registration is required at the time of bid of this project.

XII. The County will make a bid selection based on lowest, responsible bidder of the Lump Sum Base Bid and who meets the minimum qualifications. If only one bid is received, the County reserves the right to negotiate with the responding contractor. If no bids are received, the County reserves the right to identify interested contractor(s) and negotiate directly without re-bidding. County further reserves the right to reject all bids and cancel the solicitation at its sole discretion.

XIII. The work of this project is to be completed while the buildings are occupied and remain operational at all hours of the day. All work associated with the Project is to be completed without interruption of ongoing building operations and services to the public.
SECTION 00 21 00 - INSTRUCTIONS TO BIDDERS

Bids must comply with these Instructions to Bidders to be considered responsive.

1.01 DOCUMENTS

A. Contractor is responsible for downloading and printing the bid documents at bidder’s expense either in house or at a reprographics business of their choice.

   BPXPRESS Reprographics         ARC Pacheco
   (707) 745-3593                   (925) 682-6930
   4740 E. 2nd St., #29                   5753 Pacheco Blvd.
   Benicia, CA 94510                    Concord, CA 94553

1.02 EXAMINATION

A. Before submitting a bid, bidders shall carefully examine the Drawings and Specifications, and related documents, visit the site of the work and fully inform themselves as to all existing conditions and limitations, and shall include in the bid a sum to cover the cost of all items included in the work.

B. A mandatory pre-bid conference will be held for the project, refer to Notice to Bidders for time and location.

1.03 INTERPRETATIONS, ADDENDA

A. Should a bidder find discrepancies, inconsistencies or omissions from, the Drawings and Specifications and Related Documents, or should a bidder be in doubt as to their meaning, they shall at once notify the Project Manager (use attached form), Orlie Coronel-Mangune, Project Manager, by fax (707) 784-7912 or by email ucoronel-mangune@solanocounty.com. Request for Information will be received until noon of August 17, 2020. Thereafter inquiries will not be responded to. An addendum, answering questions received during the allotted time, will be issued. Addenda containing material changes in the Contract Documents will not be issued less than 72 hours before the bid opening unless the bid opening is extended by at least 72 hours.

B. Any Addenda issued by the County during the time of bidding are to be considered in the Bid, and will become a part of the Agreement between Contractor and County. Bidders shall acknowledge receipt of all Addenda on the Bid Form in the space provided. Addenda will be made available at the printing companies noted in 1.01A of this specification section and posted on the County. website at:

1.04 SUBSTITUTION OF MATERIALS

A. Materials other than those specified shall be approved by Addenda issued by the Project Manager/Architect prior to bid opening; otherwise the bidder assumes the risk that the Architect may not approve the desired substitution.

1.05 BIDS

A. Bids must be submitted on the "Bid Form" included in these Specifications, or a copy thereof, all blank spaces filled, the signature shall be in longhand, and the completed form shall be without alterations or erasures. All amounts must be in words as well as in figures. Any discrepancy between the words and figures shall be resolved using the amount stated in words. The "Bid Form" must be filled out in ink or be typewritten. Where the bidder is a corporation, the "Bid Form" must be signed using the name of the corporation followed by the name of the state of incorporation and the signatures of an officer authorized to bind the corporation to a Contract. A bid that is incomplete, incorrect or non-conforming may be disregarded, at the sole discretion of the County.

B. Sealed bid will be accepted until 2:00 P.M., local time, August 24, 2020 addressed and delivered to:

Solano County Department of General Services
Capital Projects Management Division
675 Texas Street, Suite 2500
Fairfield, CA 94533

C. Each bid shall be delivered in separate opaque sealed envelope bearing on the outside, the name of the bidder, the bidder's address and the name of the Project. Bids will be accepted until the date and time stated in the Advertisement for Bid, or in any notification extending that date and time. Also, to be included in each envelope shall be:

1. A certified Bid Bond or certified check for 10% of the bid amount referring to the Project bid upon.

2. A sealed envelope bearing on the outside the words: "SUBCONTRACTOR LIST FORM" referring to the Project for which the bid is provided. No bid will be valid without the complete listing of all subcontractors and license/DIR registration numbers with the signature of the prime contractor submitting the bid in the space indicated. Lists submitted by unsuccessful bidders will be returned unopened.

2. A completed, notarized Non-Collusion Affidavit referring to the Project bid.

D. All bids shall remain firm for a period of ninety (90) calendar days after the date of bid opening.
E. Bids may not be modified after the designated or extended time for bid opening. Upon presentation of satisfactory identification, bidders may withdraw and resubmit bids at any time prior to the designated or extended bid opening. No bid may be withdrawn until ninety (90) calendar days after the bid opening.

F. The responsibility of bidders and of their proposed Subcontractors will be considered in the award.

G. County will determine at its own discretion whether a bidder is responsive and responsible, and County's determination will be final.

H. If alternate bids are called for, the contract may be awarded at the election of the County to the lowest responsible bidder on the Lump Sum Base Bid.

I. County reserves the sole discretion to reject any or all bids or to waive informalities and minor irregularities in the Bid Form or the Bid process.

J. Bids expressing exceptions or qualifications on Technical Specifications may be disregarded, in the sole discretion of the County.

K. In accordance with the General Conditions, include in the Bid, all costs for full performance of the work.

1.06 BID SECURITY

A. Each bidder shall submit with their bid, a certified or cashiers check upon a solvent bank, or a Bid Bond in an amount equal to 10% of the Base Bid made payable to County. This bid security shall be given as a guarantee that the bidder will enter into the Agreement if awarded to him and will produce the required bonds and certificates of insurance coverage, and shall be retained as liquidated damages if he refuses to enter into said Agreement upon request to do so by County. Bid security will be returned to all unsuccessful bidders, and to each successful bidder upon the County's receipt of a satisfactory Performance Bond, Payment Bond, Certificate of Insurance, Worker's Compensation Insurance Certificate, Automobile Insurance Certificate executed Agreement and all other document required by the Contract Documents prior to the execution of the Agreement by the County. Bid Bonds shall be executed on the form included in these specifications or a copy thereof.

1.07 NON-COLLUSION AFFIDAVIT

A. Each bidder shall submit to County with their bid, a Non-Collusion Affidavit covering the bidder and all sub-contractors. The Non-Collusion Affidavit shall be executed on the form included in Section 004519 of these Specifications or a facsimile thereof.
A. The Agreement which the successful bidder, as Contractor, will be required to be executed in three (3) originals, will be in the form of the Agreement between County and Contractor included in this Specifications.

1.09 PERFORMANCE BOND, PAYMENT BOND

A. The successful bidder shall file with County, a 100% Performance and Payment Bond. The Payment and Performance Bonds required by these specifications will neither be accepted nor approved by the County unless the bonds are underwritten by a California admitted surety, and the requirements of California Code of Civil Procedure section 995.630 are met. Bonds shall be executed in 3 originals, on the form included in these Specifications or facsimile thereof.

1.10 CONTRACTOR'S LICENSE AND REGISTRATION WITH DEPARTMENT OF INDUSTRIAL RELATIONS

A. The successful bidder shall possess a valid and current Contractor's License, classification B or C-13 contractor’s license and the required classification(s) of Contractor’s license, issued by the State of California in order to perform the work described in the Contract Documents.

B. All contractors and subcontractors must be registered with the California Department of Industrial Relations (“DIR”) pursuant to Cal. Labor Code section 1725.5.

C. 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. DIR registration numbers must be included on the “SUBCONTRACTOR LIST FORM”

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

1.11 CONTRACTOR'S INSURANCE

A. Coverage: Contractor shall maintain for the duration of the work and warranty period required under the Agreement, all Insurance in the minimum amounts, and with all certificates and endorsements, required by Article 11 of the "GENERAL CONDITIONS." It is highly recommended that Bidders confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of the insurance certificates and endorsements required. A bidder, who is awarded a contract and thereafter fails to comply strictly with the insurance requirements, will be deemed to be in default of its obligations.

END OF SECTION
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<thead>
<tr>
<th>From:</th>
<th>RFI No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firm:</td>
<td>Rec'd:</td>
</tr>
<tr>
<td>Date:</td>
<td>Date:</td>
</tr>
<tr>
<td>Tel:</td>
<td>Adden. Req'd: ( ) Yes ___ #:</td>
</tr>
<tr>
<td>Email:</td>
<td>To All Bidders ( ) Yes ___ /02</td>
</tr>
</tbody>
</table>

**Type of Question:**
- Contract/General Conditions
- Select Demo & HazMat
- Structural
- Architectural
- Electrical
- Mechanical
- Other

<table>
<thead>
<tr>
<th>Spec Section:</th>
<th>Page/Article/Paragraph h/s</th>
</tr>
</thead>
<tbody>
<tr>
<td>Drawing:</td>
<td>Details:</td>
</tr>
</tbody>
</table>

**Question Requested:**

- Mark this circle if the RFI can be answered by Bidder's review of the documents.

**Reply**

<table>
<thead>
<tr>
<th>By:</th>
<th>Firm:</th>
<th>Date:</th>
</tr>
</thead>
</table>

The reply is an answer to Bidder's questions. The reply does not change the Bid Documents unless it is issued in an Addendum. The question and reply may be returned to the questioner and distributed to all bidding Contractors for informational purposes at the sole discretion of the County.
SECTION 00 31 30 - BIDDER INFORMATION SHEET

Bidder must check one of the following classifications that fit its type of business organization and furnish all information required under that classification.

Please type or print your answers.

(   ) BIDDER IS AN INDIVIDUAL

Bidder’s name as it appears on State Contractor’s license is:
___________________________________________________________

(   ) BIDDER IS A PARTNERSHIP

Bidder’s firm name, individual or partnership, as it appears on State Contractor’s License is:
___________________________________________________________

The full names of all the partners as they appear on State contractor’s License are:
___________________________________________________________
___________________________________________________________
___________________________________________________________

(   ) BIDDER IS A CORPORATION

The full name of the corporation as it appears on the State contractor’s License is:
___________________________________________________________

Corporation is incorporated in the State of __________________________

END OF SECTION
SECTION 00 31 40 - STATEMENT OF EXPERIENCE

Please provide a listing of work completed in the last five (5) years. Indicate size of project, year completed, type of project and total cost. Also, indicate the number of change orders on each job. Include references from 4 of the individuals/ firms on the list.
SECTION 00 41 00 - BID FORM

1.1 GENERAL BID INFORMATION

Bid For: Claybank Campus Perimeter Security Fence Project
2500 Claybank Road, Fairfield

Project Manager: Orlie Coronel-Mangune, Project Manager
Department of General Services, Capital Projects Management Division
675 Texas St., Suite 2500
Fairfield, CA 94533

A. We, the undersigned, having familiarized ourselves with the local conditions, the Advertisement for Bids, Instructions to Bidders, General Conditions, Bid Form, Supplement to Bid Form, Agreement Between County and Contractor, the Drawings and Specifications, Addenda, and Allowances issued by the Architect and Solano County, do hereby propose to furnish all labor, materials, necessary tools, expendables, equipment, utility and transportation services, including State of California and local sales or use taxes, license, necessary to complete the Work required for the above Project in strict accordance with the contract documents, including all Addenda.

B. Undersigned declares that the cost of a Performance Bond and Payment Bond in the full amount of the Agreement, and a one (1) year Warranty Bond for 10% of the Final Contract Amount, is included in this bid.

C. Undersigned agrees to enter into and execute an Agreement, if awarded on the basis of this Bid, and to furnish Bonds and Insurance in accordance with Contract Documents, within five (5) calendar days after date of receipt of Notice to Proceed.

D. **Liquidated Damages for Failure to Enter into the Agreement:**
Enclose a Certified Check or Bid Bond, made payable to the County, which is not less than 10% of the total amount of the Base Bid. Should Contractor's bid be accepted and Contractor thereafter fail to enter into the Agreement on the basis of this bid, IT IS UNDERSTOOD AND AGREED that it is, and will be, difficult or impossible to determine the actual damage which County will sustain in the event of, and by reason of, such failure to enter into the Agreement. Undersigned further agrees that said check or Bid Bond shall be forfeited as liquidated damages (not as a penalty), if undersigned fails to enter into an Agreement on the basis of this bid, after receiving Notice of Award.
E. Undersigned acknowledges receipt of the following Addenda:

1. Addendum No.____ Dated_______
2. Addendum No.____ Dated_______
3. Addendum No.____ Dated_______

F. This Bid is valid for ninety (90) calendar days following the date for receiving Bids.

G. Undersigned proposes to enter into a contract for the following amounts:

H. **Lump Sum Base Bid** for work included in this Contract necessary to complete the Solano County Claybank Campus Perimeter Security Fence Replacement Project as shown in the drawings and specifications. The Project shall be substantially complete within 50 calendar days from the date to be established in the Notice to Proceed. The undersigned is aware the Agreement includes provisions for Liquidated Damages as specified in section 00 73 00 of the Bidding and Contract Requirements if the Project is not completed within the agreed time of completion.

1.2 **LUMP SUM BASE BID (Including all Addenda)**

______________________________ $________________

Total Amount of Lump Sum Base Bid in Words Numbers

1.3 **BID ALTERNATE:**

Alternate prices are to include the cost of all labor, programming, licenses, materials, necessary tools, expendables, equipment, State and Local use taxes, license, including cost of general conditions, and requirement to perform the work.

A. Alternate 1: New security fence with barbed and razor wire and access double gate at Southside of the County property (along Air Base Parkway).

______________________________ $________________

Alternate 1 Lump Sum Bid in Words Numbers

1.4 **UNIT PRICES;**

The unit prices here will be used for potential Additions and/or Deductions to the work required by the contract documents. Provide unit prices for the following items in the table below. Unit prices are to include the cost of all labor, materials, necessary tools, expendables, equipment, State and local taxes, license, including cost of general...
conditions, and requirement to perform the work. Refer to Spec. Sec. 012200 for Unit Price Description.

<table>
<thead>
<tr>
<th>Unit Price No.</th>
<th>Description</th>
<th>Cost ($)</th>
<th>Measure</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10ft high chainlink fence with 2 ft razor wire and 3 strands of barbed wire</td>
<td></td>
<td>lf</td>
</tr>
<tr>
<td>2</td>
<td>Removal of existing 6ft chainlink fence with 3 strands of barbed wire including concrete footing</td>
<td></td>
<td>lf</td>
</tr>
<tr>
<td>3</td>
<td>3'-6”x8” chainlink pedestrian swing gate with padlock hasp</td>
<td></td>
<td>ea</td>
</tr>
<tr>
<td>4</td>
<td>2-6’x10’ chainlink vehicle double swing gate with padlock hasp</td>
<td></td>
<td>ea</td>
</tr>
</tbody>
</table>

Bid submitted by:

Type of Organization: _______________________________________
(Individual, Partnership, Corporation, Etc.)

Company's Name: ___________________________________________

Partner's Names: ___________________________________________
(If Partnership)

Seal (If Corporation):

__________________________________________
(Date)

By: ________________________________________
(Signature of Contractor)

__________________________________________
(Type Name of Contractor)

__________________________________________
(Address)

__________________________________________
(Telephone)
Contractor License:

Class: _____________ Number: _____________ Expiration Date: ______________________

California Department of Industrial Relations Registration Number: _________________
(Cal. Labor Code section 1725.5)

Attachments:
- Bid Bond
- Sub-contractor List
- Non-Collusion Affidavit
- Bidders Information Sheet
- Statement of Experience Sheet
- Corporate Resolution authorizing Signature of Document
SECTION 00 43 15 - SUBCONTRACTOR LIST FORM

This attachment to the Bid Form shall be submitted with the Bid Form. If no subcontractors are to be involved, and work is to be performed by the Contractor, so state.

Pursuant to the provision of Section 4100 to 4113, inclusive, of the Public Contract Code of the State of California, every Bidder shall set forth the name and location of the place of business of each subcontractor who will perform work or labor in or about the construction of the work or improvement in an amount in excess of one-half (1/2) of one percent (1%) of the Bidder's total bid. If the Bidder fails to specify a subcontractor for any portion of the work in excess of one-half (1/2) of one percent (1%) of the Bidder's total bid, Bidder agrees to perform that portion himself. The following is the required list of subcontractors:

BIDDER'S LIST OF SUBCONTRACTORS
(Use other side & extra sheets if necessary)
<table>
<thead>
<tr>
<th>Subcontractor</th>
<th>Cost</th>
<th>DIR Registration No.</th>
<th>License Type</th>
<th>License No.</th>
<th>Name and Address of Subcontractor</th>
<th>Type of Work</th>
</tr>
</thead>
</table>

Date: ________________  Contractor's Signature: __________________________

State Wage Determination 00 43 43 - 2

Project Manual - Bid Set
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<tr>
<th>Subcontractor Cost</th>
<th>DIR Registration No.</th>
<th>License Type</th>
<th>License No.</th>
<th>Name and Address of Subcontractor</th>
<th>Type of Work</th>
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Date: ________________ Contractor's Signature: ________________________________
SECTION 00 43 43 - STATE WAGE DETERMINATION

1.1 INSTRUCTIONS:

A. THE GENERAL CONTRACTOR IS REQUIRED TO POST THE STATE WAGE DETERMINATION ON THE JOB SITE FOR THE PROJECT IN A CONSPICUOUS LOCATION AVAILABLE TO ALL WORKERS.

END OF SECTION
SECTION 00 45 19 - NON-COLLUSION DECLARATION

Title 23 United States Code Section 112

and

Public Contract Code Section 7106

The undersigned declares:

I am the ___________________ of ___________________, the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on ___________________ [Date], at ___________________ [City], ___________________ [State].

END OF SECTION
SECTION 00 45 26 - CERTIFICATION CONCERNING WORKER'S COMPENSATION

STATE OF CALIFORNIA, SOLANO COUNTY

The undersigned is aware of the provisions of Section 3700 of the Labor Code of the State of California which require every employer to be insured against liability of worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and the undersigned will comply with such provisions, and will require all subcontractors to comply with such provisions, before commencing the performance of the work of this Contract.

Date: _______________

Contractor Signature: ____________________________

END OF SECTION
SECTION 00 45 46 - PAYROLL INFORMATION

1.1 INSTRUCTIONS:

   A. UPON REQUEST THE GENERAL CONTRACTOR WILL PROVIDE THE COUNTY OR PROJECT MANAGER ANY RECORDS REQUESTED FOR PAYROLL ON THIS PROJECT WITHIN 48 HOURS, INCLUDING, BUT NOT LIMITED TO:

      1. Name, Address, Social Security Number and Ethnic Code of Employee or Employees
      2. Number of withholding exemptions
      3. Work classification
      4. Day, Date and Hours Worked
      5. Total Hours
      6. Rate of Pay
      7. Gross Pay
      8. Deductions
      9. Net Wages Paid

END OF SECTION
SECTION 00 50 10 - BID BOND

BIDDER'S BOND TO ACCOMPANY PROPOSAL
(Penalty of this Bond must be 10% of the Bid Amount)

KNOW ALL MEN BY THESE PRESENTS:

That we, ____________________________, as principal ____________________________, and ____________________________, as surety, are held and firmly bound unto Solano County in the sum of ____________________________, dollars, ($__________________), to be paid to the said County or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the certain proposal of the above bounden for ____________________________, dated ____________________________, is accepted by Solano County and if the above bounden ____________________________, his heirs, executors, administrators, successors and assigns, shall duly enter into, execute and deliver a signed Agreement for such construction, and shall execute and deliver the required performance bond, payment bond, liability insurance certificate and worker's compensation certificate, within seven calendar days from the date of the receipt of a Notice of Award to the above bounden ____________________________, from Solano County, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

Witness our hands this _____ day of ______________, 20___.

____________________________________                  Seal
Principal                      

____________________________________                  
By

____________________________________                  Seal
Surety

____________________________________                  
By

____________________________________                  
Agency of Record

END OF SECTION
SECTION 00 52 00 - AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement is made as of the ___ day of _______________ , 20__ between the COUNTY OF SOLANO, a political subdivision of the State of California, (referred to as 'Owner') and the Contractor:

The Project: CLAYBANK CAMPUS PERIMETER SECURITY FENCE REPLACEMENT PROJECT

Architect: Dewberry Architects Inc.
1760 Creekside Oaks Drive Suite 280
Sacramento, CA 95833

The Owner and the Contractor agree as set forth below.

ARTICLE 1
THE CONTRACT DOCUMENTS

The Contract documents consist of this Agreement, the General Conditions and those documents enumerated in Sub-paragraph 1.1.1 of the General Conditions, which documents are incorporated into and made a part of this Agreement

ARTICLE 2
THE WORK

The Contractor shall perform all the Work required by the Contract Documents for the Claybank Campus Perimeter Security Fence Replacement, 2500 Claybank Road, Fairfield, CA, dated July 15, 2020.

ARTICLE 3
TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The Work to be performed under this Contract shall commence no later than five (5) calendar days after the Notice to Proceed is issued to the Contractor, and shall be carried out and completed according to the schedule set forth in Document 00 73 00/ Supplementary Conditions, and Section 00 11 00/ Notice To Bidders.

The Contractor agrees that the Work will be substantially completed in 50 calendar days from the Notice to Proceed. The Contractor agrees that the County will suffer economic damages, which may be difficult to quantify, in the event that the Work is not completed within this time period and therefore, Contractor agrees to pay the County liquidated damages in the amount outlined in Document 00 73 00/ Supplementary Conditions, Article 1.4, Liquidated Damages for each and every calendar day of delay beyond the 80 calendar days provided above.
ARTICLE 4
CONTRACT SUM

The County shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order or as otherwise provided in the Contract Documents, a total Contract Sum of **Dollars And No Cents ($)**.

ARTICLE 5
PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Project Manager by the Contractor and Project Certificates for Payment issued by the Project Manager, the County shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents as follows:

**Progress Payments:** The Contractor shall on or before the first day of each month, make an estimate of the work performed during the preceding month and submit same to the Project Manager for checking and approval. On or about the 20th day of the month following the month in which the work was performed, the County shall pay to the Contractor ninety five (95%) percent of the value of said work in place, as checked and approved by the Project Manager. The balance of five (5%) percent of the estimate shall be retained by the County until the time of final acceptance of said work.

The remaining retention would be held until 35 days after the Notice of Completion is filed with the Solano County Recorder’s Office and completed according to Section 017700 Contract Closeout Procedures.

ARTICLE 6
FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the County to the Contractor when the Work has been completed, the Contract fully performed, the Project Manager has issued a Project Certificate for Payment which approves the final payment due the Contractor, Board of Supervisors of Solano County has formally accepted the project as complete by Resolution and Notice of Completion filed by the County Recorder’s Office.

ARTICLE 7
MISCELLANEOUS PROVISIONS

7.1 Terms used in this Agreement, which are defined in the Document 00 72 00 - General Conditions of the Contract for Construction, shall have the meanings designated in those Conditions.
7.2 Notices shall be addressed as follow:

OWNER: COUNTY OF SOLANO
Birgitta Corsello, County Administrator
675 Texas Street
Fairfield, CA 94533

CONTRACTOR:
Company ______________________
Name ______________________
Address ______________________

7.3 Prevailing Wages. The Contractor agrees that State Prevailing Wages apply to this Project, and that the Contractor will pay the rates for each trade or craft and shall require the subcontractors on the project to pay the rates for each trade and craft. The Payroll Submittal Information attached as Section 00 45 46 - Payroll Information is incorporated as if set forth in full and is a part of this Contract. The Contractor agrees to repay the County any and all amounts paid to any subcontractor in violation of Public Contract Code Section 6109.

7.4 Execution of Contracts in Counterparts. This Contract may be executed in two or more counter parts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event any signature is delivered by facsimile or electronic transmission (e.g. by e-mail delivery of a `.pdf` format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if facsimile or electronic signature page were an original signature.

ARTICLE 8
EXECUTION OF AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

COUNTY:
By: ______________________
Birgitta Corsello,
County Administrator
Date: ______________________

CONTRACTOR:
By: ______________________
[Name]
Date: ______________________

APPROVED AS TO FORM:
By: ______________________
County Counsel of Solano County, California
NOTE: If the Contractor is a corporation, attach to this Contract a certified copy of the by-laws, resolutions, or excerpts of a meeting of the Board of Directors of the Corporation authorizing the person executing this Agreement to do so for the Corporation.
SECTION 00 61 13 - STATUTORY PERFORMANCE BOND

STATUTORY PERFORMANCE BOND PURSUANT TO
California Public Contract Code
Section 20129
(Penalty of this bond must be 100% of the Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That, ________________________________, (Hereinafter called the Principal), as Principal and ________________________________, a corporation organized and existing under the laws of the State of __________________, with its principal office in the City of __________________, (hereinafter called the Surety), as Surety, are held and firmly bound unto SOLANO COUNTY, (hereinafter called the obligee) in the amount of____________________ Dollars ($__________), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Agreement with the Obligee, dated the ___________ day of _______________, 20___, to the SOLANO COUNTY CLAYBANK CAMPUS PERIMETER SECURITY FENCE REPLACEMENT PROJECT AT 2500 Claybank Road, Fairfield, CA, which Agreement is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, that if said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, and conditions of said Agreement during the original term of the Agreement and any extension thereof, with or without notice to the Surety, and during the life of any guarantee required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized extensions or modifications of said contract that may hereafter be made, notice of said extensions or modifications to the Surety being hereby waived; then the above obligation shall be void. Otherwise, said obligation shall remain in full force and effect.

That this bond is executed pursuant to the provisions of California Public Contract Code, section 20129 and all liabilities on this bond shall be determined in accordance with the provisions of Part 2, Title 14, Chapter 2 of California Code of Civil Procedure, which is incorporated in full herein. The prevailing party in a suit on this bond shall recover as a part of his judgment such reasonable attorney's fees as may be fixed by a judge any court of competent jurisdiction.
Witness our hands this _____________ day of ______________, 20__.  

____________________________________  Seal  
Principal  

____________________________________  
By  

____________________________________  Seal  
Surety  

____________________________________  
By  

____________________________________  
Agency of Record  

END OF SECTION
SECTION 00 61 14 - STATUTORY PAYMENT BOND

STATUTORY PAYMENT BOND PURSUANT TO
California Civil Code
Sections 3247 through 3252
(Penalty of this bond must be 100% of the Contract amount)

KNOW ALL THESE MEN BY THESE PRESENTS:

That, ________________________________________(hereinafter called the Principal), as Principal, and _____________________________, a corporation organized and existing under the laws of the State of ___________________, with its principal office in the City of ________________________(hereinafter called the Surety), as Surety, are held and firmly bound unto SOLANO COUNTY (hereinafter called the Obligee), in the amount of ________Dollars ($_____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the_________________ day of ______________________, 20___, to the SOLANO COUNTY CLAYBANK CAMPUS PERIMETER SECURITY FENCE REPLACEMENT PROJECT, 2500 Claybank Road, Fairfield, CA, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall promptly pay all moneys due to all persons supplying labor or materials to him or his subcontractors in the prosecution of the work provided for in said contract, then this obligation shall be void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond having been required or the said Principal in order to comply with the provisions of California Civil Code, sections 3247 through 3252, all rights and remedies on this bond shall inure solely to such persons and shall be determined in accordance with the provisions, conditions and limitations of said Statutory Provisions to the same extent as if they were copied at length herein.

The prevailing party in a suit on this bond shall recover as a part of his judgment such reasonable attorney's fees as may be fixed by a judge of the Court.
Witness our hands this __________ day of ____________, 20__.  

Principal  

____________________________________  

Seal  

By  

____________________________________  

Surety  

____________________________________  

Seal  

By  

____________________________________  

Agency of Record  

____________________________________  

Agency Address  


END OF SECTION
SECTION 00 65 19 - WAIVER AND RELEASE SUBMITTAL INFORMATION

1.1 INSTRUCTIONS FOR WAIVER AND RELEASE (LIEN WAIVER) SUBMITTALS

A. GENERAL INSTRUCTIONS

1. Waiver and Releases must be submitted on forms provided by Solano County. Copies of said forms comply with Civil Code § 3262 are at the end of this Section.

2. Comply with General Conditions Section 9.3.7.

3. Waiver and Release submittal sequence.

   a) Upon initial submittal for progress payment, submit for each subcontractor, material or equipment supplier a "CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT". If initial submittal is also a final submittal for any or all subcontractors, material or equipment suppliers, submit a "CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT".

   b) Upon each subsequent submittal for progress payment, submit for each subcontractor, material or equipment supplier a "CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT" for a total amount reflecting the current progress payment. Also submit an "UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT" reflecting the previous progress payment aggregate sum.

   c) Upon final submittal for progress payment, submit for each subcontractor, material or equipment supplier a "CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT". Also submit an "UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT" reflecting the previous progress payment aggregate sum.

   d) Prior to Final Completion and Final Payment, submit for each subcontractor, material or equipment supplier a "UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT".

4. Comply with General Conditions Section 9.8.2.

END OF SECTION
CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Upon receipt by the undersigned of a check from ____________________________ (Maker of Check)

in the sum of $____________________ payable to ____________________________

(Amount of Check) (Payee or Payees of Check)

and when the check has been properly endorsed and has been paid by the bank upon which it is

drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond

right the undersigned has on the job of

Solano County located at the CLAYBANK CAMPUS PERIMETER SECURITY FENCE

REPLACEMENT PROJECT at 2500 Claybank Road, Fairfield, CA

(Owner) (Job Description)

to the following extent. This release covers a progress payment for labor, services, equipment, or

material furnished to

____________________________ through ____________________________

(Your Customer) (Date)

only and does not cover any retentions retained before or after the release date; extras furnished

before the release date for which payment has not been received; extras or items furnished after

the release date. Rights based upon work performed or items furnished under a written change

order which has been fully executed by the parties prior to the release date are covered by this

release unless specifically reserved by the claimant in this release. This release of any

mechanic's lien, stop notice, or bond right shall not otherwise affect the contract right, including

rights between parties to the contract based upon the rescission, abandonment, or breach of the

contract, or the right of the undersigned to recover compensation for furnished labor, services,

equipment, or material covered by this release if that furnished labor, services, equipment, or

material was not compensated by the progress payment. Before any recipient of the document

relies on it, said party should verify evidence of payment to the undersigned.

Date:________________________ Company Name: ______________________________

By: ____________________________ (Signature) ____________________________ (Title)
UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

The undersigned has been paid and has received a progress payment in the sum of $_______ for labor, services, equipment and/or material furnished to ____________________________
(Your Customer)

on the job of Solano County located at CLAYBANK CAMPUS PERIMETER SECURITY FENCE REPLACEMENT PROJECT at 2500 Claybank Road, Fairfield, CA

(Job Description) (Owner)

and does hereby release any mechanic's lien, stop notice, or bond right that the undersigned has on the above referenced job to the following extent. This release covers a progress payment for labor, services, equipment and/or materials furnished to ____________________________ through ____________________________ only,
(Your Customer) (Date)

and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment.

Date: ____________ Company Name: __________________________________________

By: ________________________ (Signature) ________________________ (Title)

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.
CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

Upon receipt by the undersigned of a check from ____________________________________________
(Maker of Check)

in the sum of $____________________ payable to ____________________________________________
(Amount of Check) (Payee or Payees of Check)

and when the check has been properly endorsed and has been paid by the bank upon which it is
drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond
right the undersigned has on the job of

Solano County located at CLAYBANK CAMPUS PERIMETER SECURITY FENCE
REPLACEMENT PROJECT at 2500 Claybank Road, Fairfield, CA

(Owner) (Job Description)

This release covers the final payment to the undersigned for all labor, services, equipment, or
material furnished on the job, except for disputed claims for additional work in the amount of $________
Before any recipient of this document relies on it, the party should verify evidence of payment to
the undersigned.

Date: __________________ Company Name: ________________________________________________

By: ___________________________ ____________________________
(Signature) (Title)
UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

The undersigned has been paid in full for all labor, services, equipment or material furnished to

_________________________________________ on the job of Solano County
(Your Customer) (Owner)

located at CLAYBANK CAMPUS PERIMETER SECURITY FENCE REPLACEMENT PROJECT
at 2500 Claybank Road, Fairfield, CA, and does hereby waive and release any right to a
mechanic’s lien, stop notice, or any right against a labor and material bond on the job, except for
disputed claims for extra work in the amount of $ ____________________.

Date: _______________ Company Name: ____________________________________________

By: ___________________________________ _______________________________________
    (Signature) (Title)

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU
HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE
AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT
BEEN PAID, USE A CONDITIONAL RELEASE FORM.
SECTION 00 72 00 - GENERAL CONDITIONS

TABLE OF ARTICLES

1. CONTRACT DOCUMENTS
2. ADMINISTRATION OF THE CONTRACT
3. COUNTY
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8. TIME
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11. INSURANCE
12. CHANGES IN THE WORK
13. INSPECTION, UNCOVERING AND CORRECTION OF WORK
14. TERMINATION OF THE CONTRACT
15. ADDITIONAL INSTRUCTIONS
ARTICLE 1
CONTRACT DOCUMENTS

1.1 DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Owner-Contractor Agreement, the Conditions of the Contract (General and other Conditions), the Drawings, the Specifications, and all Addenda issued prior to and all Modifications issued after execution of the Agreement. A Modification is (1) a written amendment to the Agreement signed by both parties, (2) a Change Order, (3) a written interpretation issued by the Project Manager pursuant to Sub-paragraph 2.2.7 and 2.2.8, or (4) a written order for a minor change in the Work issued by the Project Manager pursuant to Paragraph 12.4. The Contract Documents shall also include, the Notice to Bidders, Instructions to Bidders, accepted Bid Form, the Payment Bond, Performance Bond, Warranty Bond, Insurance Certificates and Notice to Proceed.

1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. This Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification as defined in Subparagraph 1.1.1. The Contract Documents shall not be construed to create any contractual relationship of any kind between the Project Manager and the Contractor, but the Project Manager shall be entitled to performance of the obligations of the Contractor intended for their benefit and to enforcement thereof. Nothing contained in the Contract Documents shall create any contractual relationship between the County, the Project Manager and any Subcontractor or Sub-subcontractor.

1.1.3 THE WORK

The Work comprises the completed construction required of the Contractor by the Contract Documents, and includes all labor, materials, equipment and services necessary to produce such construction, and all materials, other permits (see article 4.7.1) and equipment incorporated or to be incorporated in such construction.

1.1.4 THE PROJECT

The Project, as defined in the Owner-Contractor Agreement, is the total construction of which the Work performed under the Contract Documents is a part.

1.2 EXECUTION, CORRELATION AND INTENT

1.2.1 The Contract Documents shall be signed in not less than three (3) original copies by the County and the Contractor.

1.2.2 Execution of the Contract by the Contractor is a representation that the Contractor has visited
the site, become familiar with the local conditions under which the Work is to be performed, and has correlated personal observations with the requirements of the Contract Documents.

1.2.3 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonably inferable as being necessary to produce the intended results. Words and abbreviations that have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

1.2.4 If the Contractor observes any errors, discrepancies or omissions in the Contract Documents, he shall promptly notify the Project Manager requesting clarification. If the Contractor proceeds with work affected by such errors, discrepancies or omissions, without having received such clarification, he does so at his own risk. Any adjustments involving such circumstances made by the Contractor, prior to approval by the Project Manager, shall be at the Contractor's risk and the settlement of any complications or disputes arising shall be at the Contractor's sole expense and Contractor shall indemnify, hold harmless and defend County, and Project Manager from any liability or loss with respect to said adjustments.

1.2.5 Subject to Article 15.10.1, in cases of discrepancy concerning dimension, quantity and location, the Drawings shall take precedence over the Specifications. Explanatory notes on the Drawings shall take precedence over conflicting drawn indications. Large Scale details shall take precedence over smaller scale details and figured dimensions shall take precedence over scaled measurement. Where figures are not shown, scale measurements may be followed but shall in all cases be verified by measuring actual conditions of Work already in place. In cases of discrepancy concerning quality and application of materials and non-technical requirements over materials, the specifications shall take precedence over Drawings. In the case of discrepancy between the General Conditions and the Division 1 - General Requirements, the Division 1 - General Requirements shall take precedence.

1.2.6 All work and material shall be the best of the respective kinds specified or indicated. Should any workmanship or materials be required which are not directly or indirectly called for in the Specifications and/or shown on the Drawings but which are necessary for proper fulfillment of the obvious intent thereof, said workmanship or materials shall be the same for similar parts that are detailed, indicated or specified, and the Contractor shall understand the same to be implied and provide for it in his tender as if it were particularly described or delineated.

1.3 OWNERSHIP AND USE OF DOCUMENTS

1.3.1 All Drawings, Specifications and copies thereof furnished shall remain the property of the County. With the exception of one contract set for each party to the Contract, such documents are to be returned by Contractor or suitably accounted for to the County on request at the completion of the work. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's common law copyright or other reserved rights. The County's use of the documents will not increase the Architect's design liability beyond the Project and the site for which the design was originally...
intended. Contractor is entitled to make copies of drawings, specifications and other Contract Documents in connection with the Project but shall not distribute any copies of plans and details to other parties for use other than related to this Project. Architect retains all common law copyrights for documents prepared by the Architect.

ARTICLE 2
ADMINISTRATION OF THE CONTRACT

2.1 THE COUNTY CAPITAL PROJECTS DIVISION MANAGER

2.1.1 The County Capital Projects Division Manager represents Solano County for all purposes relevant for this Project.

2.2 THE PROJECT MANAGER

2.2.1 The "Project Manager" is the Capital Projects Management Division staff. The Project Manager reports to the County’s Capital Projects Division Manager. All communications from and to the Contractor will be channeled through the Project Manager. However, the Project Manager does not have the authority to bind the County in matters affecting adjustments to the time or cost of the project as defined in the Owner – Contractor Agreement.

2.2.2 The Project Manager will be the County’s representatives during construction and warranty periods, and until final payment to all contractors is due. The Project Manager will advise and consult with the County. All instructions to the Contractor shall be forwarded through the Project Manager. The Project Manager will have authority to act on behalf of the County only to the extent provided in the Contract Documents, unless otherwise modified by written instrument in accordance with Subparagraph 2.2.16.

2.2.3 The Project Manager will determine in general that the Work of the Contractor is being performed in accordance with the Contract Documents, and will endeavor to guard the County against defects and deficiencies in the Work of the Contractor.

2.2.4 The Project Manager will be on site as required during construction to monitor the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of on-site observations and communication with the Contractor, the Project Manager will keep the County informed of the progress of the Work, and will endeavor to guard the County against defects and deficiencies in the Work of the Contractor.

2.2.5 The Project Manager shall at all times have access to the Work wherever it is in preparation and progress. The Contractor shall provide facilities for such access so that the Project Manager may perform their functions under the Contract Documents.

2.2.6 Based on the Project Manager's observations, and an evaluation of the Contractor's Application...
for Payment, the Project Manager will determine the amount owing to the Contractor and will issue to the County Certificates for Payment incorporating such amount, as provided in Paragraph 9.4.

2.2.7 The Project Manager will render interpretations necessary for the proper execution or progress of the Work, with reasonable promptness and in accordance with agreed upon time limits.

2.2.8 Claims, disputes and other matters in question between the Contractor and the Project Manager relating to the execution or progress of the Work or the interpretation of the Contract Documents shall be referred to the Project Coordinator of Solano County (or his/her designee).

2.2.9 All interpretations and decisions of the Project Manager shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in graphic form.

2.2.10 The Project Manager will have the authority to reject, and or recommend to the County the rejection of, Work that does not conform to the Contract Documents. Whenever, in the Project Manager's opinion, it is considered necessary or advisable for the implementation of the intent of the Contract Documents, the Project Manager will have authority to require special inspection or testing of the Work in accordance with Subparagraph 7.7.2 whether or not such Work be then fabricated, installed or completed.

2.2.11 The Project Manager will receive from the Contractor and review required Shop Drawings, Product Data and Samples, and forward same to Architect and County for review and approval. Non-specified submittals, product data and samples may be reviewed or returned un-reviewed.

2.2.12 Following consultation with the County, the Project Manager will take appropriate action on Change Orders in accordance with Article 12, and will have authority to order minor changes in the Work as provided in Subparagraph 12.4.1.

2.2.13 The Project Manager will conduct inspections to determine the date of Substantial Completion and Final Completion, and will receive and forward to the County, for the County's review, written warranties and related documents required by the Contract and assembled by the Contractor. The Project Manager will issue a final Project Certificate for Payment upon compliance with the requirements of Paragraph 9.8. The Project Manager will monitor all warranties for a period of one year after final completion, unless otherwise specified as a longer term.

2.2.14 The duties, responsibilities and limitations of authority of the Project Manager, as the County's representatives during construction as set forth in the Contract Documents, will not be modified or extended without written consent of the County, the Contractor and the Project Manager, which consent shall not be unreasonably withheld. Failure of the Contractor to respond within ten days to a written request shall constitute consent by the Contractor.

2.2.15 In case of the termination of the employment of the Project Manager, the County shall appoint a Project Manager, whose status under the Contract Documents shall be that of the former Project Manager, respectively.
2.3 THE PROJECT ARCHITECT

2.3.1 The "Project Architect" is the Architect or firm engaged as an independent contractor by the County to design the Project, and all sub-consultants or joint ventures of the Project Architect, identified as such in the Owner-Contractor Agreement. The authority of the Project Architect to bind the County is limited to that authority specified in the Contract Documents and Agreement between County and Architect, no additional authority has been granted, nor shall be inferred. The Project Architect includes all Architecting sub-consultants and other consultants or sub-contractors employed by the Project Architect or an entity lawfully practicing architecture.

2.3.2 The Project Architect advises the Project Manager in all aspects of the construction phase of the Project, including the correct interpretation and application of the Contract Documents. However, the Project Manager is the County's representative on the Project, not the Project Architect. The Project Architect is not authorized independently to issue Addenda, Clarifications, Field Orders, Work Authorizations, or Change Orders, or in any other way to bind the County in discussions with the Contractor. The Project Architect reports to the Project Manager.

2.3.3 The Project Architect shall at all times have access to the Work wherever it is in preparation and progress. The Contractor shall provide facilities for such access so that the Project Architect may perform their functions under the Contract Documents.

2.3.4 The Contractor shall deliver all correspondence relating to the proper execution of the Work to the Project Manager, with a copy delivered to the Project Architect. The Project Manager reserves the right to consult with the Project Architect and County prior to responding to the Contractor's correspondence.

2.3.5 When discussions between the Contractor and the Project Manager occur either on the site or elsewhere, but the Project Architect is not present, the Project Manager reserves the right to consult with the Project Architect and County prior to issuing his/her final decision or instruction.

2.3.6 The Project Architect will review or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Work and the information given in the Contract Documents. Such action shall generally be taken within fifteen (15) working days, however under certain circumstances such as very complex submittals or if large number of submittals are submitted at one time, such review may take longer. In such situations, the Contractor will be notified and given the opportunity to advise the Project Manager and Architect of priorities. The Architect's review of a specific item shall not indicate approval of an assembly of which the item is a component.

2.4 THE COUNTY INSPECTOR OF RECORD

2.4.1 The County's Inspector of Record observes the Work for compliance with the Contract Documents, and reports the results of those inspections to the Project Manager and County. The County's Inspector of Record reports to the Project Manager.

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2.4.2 The County’s Inspector of Record is the person or firms engaged by Solano County to perform contract compliance and building code inspections.

2.4.3 The County’s Inspector of Record is not authorized to issue addenda, clarifications, field orders, work authorizations, or change orders, or otherwise to bind the County in discussions with the Contractor.

2.4.4 The Contractor nor his subcontractors shall not attempt to influence the County’s Inspector of Record in the performance of their duties, nor request the County’s Inspector of Record to exceed their authority.

2.5 ADDITIONAL PERSONNEL OR CHANGE IN PERSONNEL

2.5.1 The County reserves the right to assign additional persons to the positions set forth in Section 3.1, or change the personnel assigned to the positions so set forth.

2.5.2 The Contractor shall be notified in writing by the County Project Coordinator of any personnel changes.

2.5.3 In all cases, the County Project Coordinator reserves the right to obtain assistance from other County personnel, independent contractors or other consultants employed by the County.

ARTICLE 3
COUNTY

3.1 DEFINITION

3.1.1 The County is the person or entity identified as such in the Owner-Contractor Agreement. The term County means the County or the County's authorized representative for this project.

3.2 INFORMATION AND SERVICES REQUIRED OF THE COUNTY

3.2.1 Except as provided in Subparagraph 4.7.1, the County shall secure and pay for necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

3.2.2 Information or services under the County's control shall be furnished by the County with reasonable promptness to avoid delay in the orderly progress of the Work.

3.2.3 The Contractor will be furnished not more than four (4) copies of the Drawings and Specifications, free of charge. The Contractor, at Contractor's expense of reproduction, may obtain additional copies over this number.

3.2.4 The County shall forward all instructions to the Contractor through the Project Manager.

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3.2.5 The foregoing are in addition to other duties and responsibilities of the County enumerated herein and especially those in respect to Work By County or By Separate Contractors, Payments and Completion, and Insurance in Articles 6, 9 and 11, respectively.

3.3 COUNTY’S RIGHT TO STOP THE WORK

3.3.1 If the Contractor fails to correct defective Work as required by Paragraph 13.2, or persistently fails to carry out the Work in accordance with the Contract Documents, the County, by a written order signed personally or by an agent specifically so empowered by the County in writing, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the County to stop the Work shall not give rise to any duty on the part of the County to exercise this right for the benefit of any Contractor or any other person or entity, except to the extent required by Subparagraph 6.1.3.

3.4 COUNTY’S RIGHT TO CARRY OUT THE WORK

3.4.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails after written notice from the County to correct such default or neglect with diligence and promptness, the County may, after an additional written notice and without prejudice to any other remedy the County may have, make good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the additional services of the Project Manager, Architect or other Professionals made necessary by such default, neglect or failure. Such action by the County and the amount charged to the Contractor are both subject to the prior approval of the Project Manager. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the County, or County may call performance or warranty bonds.

ARTICLE 4
CONTRACTOR

4.1 DEFINITION

4.1.1 The Contractor is the person or entity identified as such in the Owner-Contractor Agreement. The term Contractor means the Contractor or the Contractor's authorized representative.

4.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS

4.2.1 The Contractor shall carefully study and compare the Contract Documents and shall at once report to the Project Manager any error, inconsistency or omission that may be discovered. The Contractor shall not be liable to the County or the Project Manager for any damage resulting from any such errors, inconsistencies or omissions in the Contract Documents unless the Contractor recognized such error, inconsistencies or omissions and knowingly failed to report it to the Project Manager. The Contractor shall perform no portion of the Work at any time unless authorized by the Contract Documents or, where required, approved Shop Drawings, Product Data or Samples for such portion of
4.2.2 Neither the County nor the Project Manager or Architect assume any responsibility for an understanding or representation made by any of their agents or representation prior to the execution of the Agreement unless (1) such understanding or representations are expressly stated in the Agreement, and (2) the Agreement expressly provides that responsibility therefore is assumed by the County.

4.2.3 Failure by the Contractor to acquaint himself with all available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the Work.

4.2.4 The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the Project Manager within one (1) calendar day of discovery.

4.2.5 Before submitting any Request for Information (RFI), or other Contractor initiated request for information the Contractor shall determine that the information requested is not clearly provided in the Contract Documents. RFI’s shall be submitted to the Project Manager only from the Contractor, or County, and not from any subcontractor, supplier or other vendor, and shall be on a form approved by the Project Manager and County. The Contractor shall provide a revised and updated RFI Priority Schedule on a weekly basis. The RFI Priority Schedule shall rank RFI’s in order of priority and include a brief statement of reason for priority. County initiated RFI’s will not be listed on the contractor’s RFI Priority Schedule. The County will provide the Project Manager a separate list of County initiated RFI’s upon request of the Project Manager. The Project Manager will endeavor to respect the order of priorities as requested by the Contractor or County for the overall benefit of the Project. The RFI process is for information and clarification only and may not be utilized to obtain approval for changes in the work.

4.3 SUPERVISION AND CONSTRUCTION PROCEDURES

4.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences, procedures, or safety procedures at the project site; and shall coordinate all portions of the Work under the Contract.

4.3.2 The Contractor shall be responsible to the County for the acts and omissions of the Contractor’s employees, Subcontractors and their agents and employees, and any other persons performing any of the Work under a contract with the Contractor.

4.3.3 The Contractor shall not be relieved from the Contractor's obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Project Manager in the administration of the Contract, or by inspections, tests or approvals required or performed under Paragraph 7.7 by persons other than the Contractor.
4.4 LABOR AND MATERIALS

4.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

4.4.2 The Contractor shall at all times enforce strict discipline and good order among the Contractor's employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned them.

4.4.3 The Contractor shall deliver to the Project Manager, prior to final acceptance of the work as a whole, signed certificates from suppliers of materials and manufactured items stating that such items conform to the Contract Documents.

4.4.4 The Contractor, immediately upon Notice to Proceed (or where shop drawings, samples, etc., are required, immediately upon receipt of approval thereof) shall place orders for all materials, work fabrication, and/or equipment to be employed by Contractor for that portion of the work contracted. The Contractor shall keep all materials, work fabrications and/or equipment specified and shall advise the Project Manager promptly, in writing, of all orders placed and of such materials, work available in a timely manner for the purposes of the Contract.

4.4.5 Anyone employed by Contractor or its Subcontractors whose work is unsatisfactory to the County or the Project Manager, or is considered by the County or Project Manager to be careless, incompetent, unskilled or otherwise unfit shall be dismissed from work under the Contract upon written request to the Contractor from the County or the Project Manager.

4.5 WARRANTY

4.5.1 The Contractor warrants to the County that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Project Manager, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions of Paragraph 13.2.

4.6 TAXES

4.6.1 The Contractor shall pay all sales, consumer, use and other similar taxes for the work or portions thereof provided by the Contractor which are legally enacted at the time bids are opened, whether or not yet effective.
4.7 PERMITS, FEES AND NOTICES

4.7.1 Unless otherwise provided in the Contract Documents, the County shall secure the building permit. The Contractor shall secure and pay for City of Fairfield encroachment permit, temporary construction utilities, and all other permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required at the time bids are opened.

4.7.2 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work.

4.7.3 It is not the responsibility of the Contractor to make certain that the Contract Documents are in accordance with applicable laws, statutes, building codes and regulations. If the Contractor observes that any of the Contract Documents are at variance in any respect, the Contractor shall promptly notify the Project Manager in writing, and any necessary changes shall be accomplished by appropriate modification.

4.7.4 If the Contractor performs any Work knowing it to be contrary to any laws, ordinances, rules and regulations, without notice to the Project Manager, the Contractor shall assume full responsibility therefore and shall bear all costs attributable as a result.

4.7.5 Any reference in the Specifications text to codes, standard specifications or manufacturer's instructions shall mean the latest printed edition of each in effect at the time the plans and specifications are approved by the County Building Department.

4.8 ALLOWANCES

4.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by these allowances shall be supplied for such amounts and by such persons as the Project Manager may direct, but the Contractor will not be required to employ persons against whom the Contractor makes a reasonable objection.

4.8.2 Unless otherwise provided in the Contract Documents:

.1 these allowances shall cover the cost to the Contractor, less any applicable trade discount, of the materials and equipment required by the allowance, delivered at the site, and all applicable taxes;

.2 the Contractor's costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the original allowance shall be included in the Contract Sum and not in the allowance;

.3 whenever the cost is more or less than the allowance, the Contract Sum shall be adjusted accordingly by Change Order, the amount of which will recognize changes, if any, in handling costs on the site, labor, installation costs, overhead, profit and other expenses.
4.9 PROJECT MANAGER AND SUPERINTENDENT

4.9.1 The Contractor shall employ a competent Project Manager, Superintendent and necessary assistants who shall be in attendance at the Project site at all times during the progress of the Work. The Project Manager and the Superintendent shall represent the Contractor and all communications given to the Project Manager and Superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed upon written request in each case.

4.9.2 The Project Manager and Superintendent who begin the Project shall remain on the Project until the Project is completed, as long as the Contractor employs that person. The Project Manager and Superintendent shall not be replaced without the prior approval of the County.

4.10 CONTRACTOR'S CONSTRUCTION SCHEDULE

4.10.1 Within 30 calendar days after receipt of Notice to Proceed, the Contractor shall submit a Construction Schedule in CPM (Critical Path Method) form to the Project Manager for approval. The Construction Schedule shall be sufficiently detailed to accurately depict all the work required by the contract and include all features per specifications section 01 32 16, Construction Progress Schedules. CPM Construction Schedule shall reflect shop drawings; submittals due and return dates, fabrication and delivery times, cost loading, crew mix, and equipment loading data. The Contractor shall thereafter adhere to the Project Construction Schedule, as regularly updated, including any revisions therein made by the County during the course of construction. "Slack" or "float" time on the CPM Construction Schedule is not for the sole benefit of the County or Contractor.

4.10.2 Within 14 calendar days after the pre-construction conference, the Contractor shall provide a Submittal and Procurement Schedule indicating time periods for review of Shop Drawings, Data, Samples, and procurement of material and equipment required for the Work, per specifications section 01 33 00, Submittal Procedures. All items that require approval by the Project Manager and/or are not readily available from stock and requiring more than 35 days lead time shall be included in the Submittal and Procurement Schedule. Items listed in the Submittal and Procurement Schedule shall also be identified as activities on the CPM Construction Schedule.

4.10.3 The working day to calendar date correlation shall be based upon the Contractor's proposed work week with adequate allowance for legal holidays, days lost due to weather, and any special requirements of the project.

4.10.4 The Construction Schedule and Submittal and Procurement Schedule shall be prepared and maintained by the Contractor.

4.10.5 The County, Project Manager, Contractor and other Contractor(s) shall jointly review the progress of the work weekly. Should this review, in the opinion of the Project Manager, indicate that the work is behind the schedule established by currently approved Construction Schedule, the Contractor shall either 1) provide a plan to the Project Manager indicating the steps the Contractor intends to take in order to recover the time behind schedule and conform to the approved Construction Schedule.
4.10.6 The Contractor shall deliver copies of the daily job logs to the Project Manager and County on a daily basis, no later than close of business each day. Failure to comply may result in progress payment withholdings.

4.10.7 The Contractor will schedule and coordinate the Work of all sub-contractors on the Project using the critical path method of scheduling. The Contractor will keep the Sub-contractors informed of the Project Construction Schedule to enable the Contractor to plan and perform the Work properly.

4.11 RECORDS, DOCUMENTS AND SAMPLES AT THE SITE

4.11.1 The Contractor shall maintain all records of required City, County or State inspections and shall promptly notify the Project Manager of the results of any inspection. Copies of all such records shall be provided to the County upon request.

4.11.2 The Contractor shall secure and maintain required certificates of inspection, testing or approval and shall promptly deliver them to the Project Manager.

4.11.3 The Contractor shall maintain at the Project site, on a current basis, one record copy of all Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record all changes made during construction, and approved Shop Drawings, Product Data and Samples. These shall be available to the Project Manager and the County, and shall be delivered to the Project Manager for forwarding to the County upon completion of the Project. The Contractor shall advise the Project Manager on a current basis of all changes made during construction.

4.11.4 Prior to approval of the monthly payment application, Contractor shall review above referenced documents with the Construction Manager to assure compliance. Approval of payment application is contingent upon above referenced records being current.

4.11.5 If the Contractor requests and receives from the Architect electronic copies and/or specifications, Contractor shall provide Record As-builts in electronic form at the close of the Project, in the same format as was provided by the Architect to the Contractor.

4.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

4.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or any Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

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

4.12.3 Samples are physical examples that illustrate materials, equipment or workmanship, and establish standards by which the work will be judged.

4.12.4 The Contractor shall prepare, review, approve and submit to the Project Manager, with reasonable promptness (not to exceed 90 days from pre-construction conference) and in such sequence as to cause no delay in the Work or in the work of the County or any separate contractor, required Shop Drawings, Product Data and Samples required by the Contract Documents.

4.12.5 By preparing, approving and submitting Shop Drawings, Product Data and Samples, the Contractor represents that the Contractor has determined and verified all materials, field measurements and field construction criteria related thereto, or will do so with reasonable promptness, and has checked and coordinated the information contained within such submittals with the requirements of the Work, the Project and the Contract Documents.

4.12.6 The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Architect's review of Shop Drawings, Product Data or Samples under Subparagraph 2.1.6, unless the Contractor has specifically informed the Project Manager in writing of such deviation at the time of submission and the Architect has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples by the Architect's approval of them.

4.12.7 When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon the accuracy and completeness of such calculations and certifications. The cost of such certifications shall be borne by the Contractor. County may elect to have an independent certification performed at its own expense. The County shall have final approving authority for performance-based items.

4.12.8 The Contractor shall direct specific attention, in writing or on resubmitted Shop drawings, Product Data, or Samples, to revisions other than those requested by the Architect on previous submittals.

4.12.9 No portion of the work requiring submission of a Shop Drawing, Product Data or Sample shall be commenced until the submittal has been approved by the Architect as provided in Subparagraph 2.1.6. All such portions of the Work shall be in accordance with approved submittals.

4.12.10 Submission of Shop Drawings and Samples to the Project Manager is required for only those items specifically mentioned in the Specification Sections. If Contractor submits Shop Drawings for items other than the above, the Project Manager will not be obligated to distribute or review them. Contractor shall be responsible for the procuring of Shop Drawings for his own use as he may require for the progress of the Work.

4.12.11 The term "Shop Drawings" as used here also includes but is not limited to fabrication, erection,
layout and setting drawings, manufacturer's standard drawings, descriptive literature, catalogs, brochures, performance and test data, wiring and control diagrams, all other drawings and descriptive data pertaining to materials, equipment, piping, duct and conduit systems, and methods of construction as may be required to show that the materials, equipment or systems and the positions and layout of each conform to the Contract requirements. As used herein the term "manufactured" applies to standard units usually mass-produced and "fabricated" means items specifically assembled or made out of selected materials to meet individual design requirements. Shop Drawings shall establish the actual detail of all manufactured or fabricated items; indicate proper relation to adjoining Work; amplify design details of mechanical and electrical equipment in proper relation to physical spaces in the structure; and incorporate minor changes of design or construction to suit actual conditions.

4.12.12 Drawings: Following Contractor's review and approval, Contractor shall submit to the Project Manager a minimum of four (4) prints of each drawing for approval. The Project Manager will check the submittal to see if it is complete. If complete, the Project Manager will forward the drawings to the Architect. The Architect will check the drawings and affix a stamp to the drawings, a minimum of three (3) prints, indicating the status of acceptance, and will return same to the Contractor, each retaining prints for his records. Comments, if any, will be noted directly on the drawings. The Contractor shall then print and distribute the appropriate number of copies to his subcontractors and job personnel as required. If a drawing is stamped "Rejected", the Contractor shall correct and resubmit as outlined above. When stamped "Implement Exception Noted", the Contractor shall correct and resubmit for record only, two prints of each drawing.

4.12.13 Samples: Following Contractor's review and approval, Contractor shall submit to the Project Manager, two samples of all materials in quantities and sizes as specified herein. Submittals shall be given to the Project Manager at a time determined by the Contractor, which allows for any necessary re-submittal and which will not cause any delay in the work. Samples will be forwarded to the Architect. If a sample is rejected, one sample noted so will be returned to the Contractor. If a sample is marked "Implement Exceptions Noted", one sample so noted will be returned. Corrected samples shall be resubmitted for approval as per the original submittal.

4.12.14 Brochures: Following Contractor's review and approval, Contractor shall submit to the Project Manager, six (6) copies of all manufacturer's catalogs or brochures as required. Brochures will be forwarded to the Architect for review. If a brochure is stamped "No Exception Taken", two (2) copies will be returned to the Contractor. If stamped "Rejected", one marked copy and two (2) unmarked copies will be returned. Corrected copies shall be resubmitted for approval as per the original submittal.

4.12.15 Manufacturer's Instructions: Where any item or work is required by Specifications to be furnished, installed or performed in accordance with a specified product manufacturer's instructions, Contractor shall procure and distribute six (6) copies of such instructions to the Project Manager.

4.12.16 When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, and the Architect has no information creating doubt as to the reliability of such certification, the Architect shall be entitled to rely upon the accuracy and completeness of such calculations and certifications. The County shall have final approving authority for
4.13 USE OF SITE

4.13.1 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents, and shall not unreasonably encumber the site with any materials or equipment. The Contractor shall be liable for any and all damage caused by him to County's premises. The Contractor shall hold and save the County, its agents, representatives, and consultant Project Manager and Project Architect, free and harmless and defend them from liability of any nature or kind arising from any use, trespass, or damage occasioned by his operations on premises or third persons.

4.13.2 The Contractor shall coordinate all of the Contractor's operations with, and secure approval from, the Project Manager before using any portion of the site.

4.14 CUTTING AND PATCHING OF WORK

4.14.1 The Contractor shall be responsible for all cutting, fitting or patching that may be required to complete the Work or to make its several parts fit together properly.

4.14.2 The Contractor shall not damage or endanger any portion of the Work or the work of the County or any separate contractors by cutting, patching or otherwise altering any work, or by excavation. The Contractor shall not cut or otherwise alter the work of the County or any separate contractor except with the written consent of the County and of such separate contractor. The Contractor shall not unreasonably withhold from the County or any separate contractor consent to cutting or otherwise altering the Work.

4.14.3 In all cases Contractor shall exercise extreme care in cutting operations, and perform such operations under adequate supervision by competent mechanics skilled in the applicable trade. Openings shall be neatly cut and shall be kept as small as possible to avoid unnecessary damage. Careless and/or avoidable cutting damage, etc., will not be tolerated, and the Contractor will be held responsible for such avoidable or willful damage.

4.14.4 All replacing, patching and repairing of all materials and surfaces cut or damaged in the execution of the Work shall be performed by experienced mechanics of the several trades involved. Such replacing, repairing or patching shall be done with the applicable materials, in such a manner that all surfaces so replaced, etc., will, upon completion of the Work, match the surrounding similar surfaces.

4.14.5 The Contractor is to provide notification to the County of impending work near all existing facilities, including site work and renovation work in the existing facility. This will be noted as part of the Contractor’s three week look ahead schedule submitted at weekly progress meetings with the County.

GENERAL CONDITIONS
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4.15 CLEANING UP

4.15.1 The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by the Contractor's operations. At the completion of the Work, the Contractor shall remove all of Contractor's waste materials and rubbish from and about the Project as well as all the Contractor's tools, construction equipment, machinery and surplus materials.

4.15.2 If the Contractor fails to clean up at the completion of the Work, the County may do so as provided in Paragraph 3.4 and the cost thereof shall be paid by the Contractor.

4.16 ROYALTIES AND PATENTS

4.16.1 The Contractor shall pay all royalties and license fees, shall defend all suits or claims for infringement of any patent rights and shall defend and save the County harmless from loss on account thereof, except that the County shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is selected by the Project Manager. If the Contractor has reason to believe that the design, process or product selected is an infringement of a patent, that party shall be responsible for such loss unless such information is promptly given to the others.

4.17 INDEMNIFICATION

4.17.1 To the fullest extent permitted by law, the Contractor shall indemnify, hold harmless and defend the County, its agents, employees, Architect and the Architect's Consultants, and Project Manager from and against all claims, damages, losses and expenses arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (2) is caused in whole or in part by any act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph 4.17.

4.17.2 In any and all claims against the County, the Project Manager and Architect and the Architect's Consultants, or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 4.17 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

4.17.3 The obligations of the Contractor under this Paragraph 4.17 shall not extend to the liability of the Project Manager or Architect/Architect, their agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Project Manager, their agents or...
employees, provided such giving or failure to give directions is the primary cause of the injury or damage.

4.18  NONDISCRIMINATION CLAUSE

4.18.1 During the performance of this work, Contractor and its Subcontractors shall not deny benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age (over 40), marital status, or other protected status, nor deny family care leave and or pregnancy disability leave in connection with any program or activity funded in whole or in part by Federal and/or State funds provided through this work.

4.18.2 Contractor and its Subcontractor shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and all Subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Government Code section 12990 et seq.) and the applicable regulations promulgated thereunder.

4.18.3 The applicable regulation of the Fair Employment and Housing Commission implementing Government Code section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulation are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

4.18.4 Contractor shall comply with all applicable nondiscrimination laws and regulations.

4.18.5 The Contractor and its Subcontractor shall include the nondiscrimination and compliance provisions of this clause in all contractors and subcontracts to perform work under this contract.

ARTICLE 5
SUBCONTRACTORS

5.1  DEFINITION

5.1.1 A Subcontractor is a person or entity that has a direct contract with the Contractor to perform any of the Work at the site. The term Subcontractor means a Subcontractor or a Subcontractor's authorized representative. The term Subcontractor does not include any separate contractor or any separate contractor's subcontractors.

5.1.2 A Sub-subcontractor is a person or entity that has a direct or indirect contract with a Subcontractor to perform any of the work at the site. The term Sub-subcontractor means a Sub-subcontractor or an authorized representative thereof.

GENERAL CONDITIONS
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5.2 AWARDS OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.1 The Contractor shall only use subcontractors included in its sealed bid unless a substitution is first approved by the County pursuant to statute.

5.2.2 The Contractor shall not use any subcontractor who is ineligible to perform work on a Public Works Project pursuant to section 1777.1 or 1777.7 of the Labor Code.

5.3 SUBCONTRACTUAL RELATIONS

5.3.1 By an appropriate agreement, written where legally required for enforceability, the Contractor shall require each Subcontractor, to the extent of the work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the County and the Project Manager. Said agreement shall preserve and protect the rights of the County and the Project Manager under the Contract Documents with respect to the work to be performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the Contractor-Subcontractor Agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Documents, has against the County. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with their Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the Subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Paragraph 5.3, and identify to the Subcontractor any terms and conditions of the proposed Subcontract which may be at variance with the Contract Documents. Each Subcontractor shall similarly make copies of such Documents available to their Sub-subcontractors. Nothing contained herein shall be deemed to create an agency relationship between the County and any Subcontractor or material supplier.

5.3.2 The submission or addition of Subcontractors shall be permitted only as authorized by Public Contracts Code Section 4100, et. seq. The Subcontractors employed by the Contractor shall be appropriately licensed in conformity with the laws of the State of California.

5.3.3 Nothing contained in this Contract shall create any contractual relationship between any Subcontractor and the County nor create any contractual relationship between any Subcontractor and the Project Manager or the Project Architect.

5.3.4 Jurisdictional disputes between Subcontractors or between Contractor and Subcontractor shall not be mediated or decided by the County, Architect or the Project Manager. The Contractor shall be responsible for the resolution of all such disputes based upon his contractual relationship with his Subcontractors.
ARTICLE 6
WORK BY COUNTY OR BY SEPARATE CONTRACTORS

6.1 COUNTY’S RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACTS

6.1.1 The County reserves the right to perform work related to the Project with the County’s own forces, and to award separate contracts in connection with other portions of the Project or other work on the site under these or similar Conditions of the Contract. If the Contractor claims that delay, damage or additional cost is involved because of such action by the County, the Contractor shall make such claim as provided elsewhere in the Contract Documents.

6.1.2 When separate contracts are awarded for different portions of the Project or other work on the site, the term Contractor in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

6.1.3 The County shall provide for coordination of the activities of the County's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the County in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the County until subsequently revised.

6.1.4 Unless otherwise provided in the Contract Documents, when the County performs construction or operations related to the Project with the County's own forces, the County shall be deemed to be subject to the same obligations and to have the same rights which apply to the Contractor under the Conditions of the Contract including, without excluding others, those stated in Article 4, this Article 6 and Articles 10, 11 and 13.

6.2 MUTUAL RESPONSIBILITY

6.2.1 The Contractor shall afford the County and separate contractor's reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

6.2.2 When any part of the Contractor's Work depends for proper execution or results upon the work of the County or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the Project Manager any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acceptance of the County's or separate contractor's work as fit and proper to receive the Work, except as to defects that may subsequently become apparent in such work by others.

6.2.3 If, following the reporting of any discrepancy or defect as required in subparagraph 6.2.2
above, the Contractor suffers damage due to disruption or delay caused by the separate contractor, without fault by the County, the Contractor’s remedy shall be limited to seeking recovery from the separate contractor.

6.2.4 Any costs caused by defective or ill-timed work shall be borne by the Contractor responsible therefore.

6.2.5 Should the Contractor cause damage to the work or property of the County, or to other work or property on the site, the Contractor shall promptly remedy such damage as provided in Subparagraph 10.2.5.

6.2.6 Should the Contractor wrongfully delay or cause damage to the work or property of any separate contractor, the Contractor shall, upon due notice, promptly attempt to settle with such other contractor by agreement, or otherwise to resolve the dispute. If such separate contractor sues the County on account of any delay or damage alleged to have been caused by the Contractor, the County shall notify the Contractor who shall defend such proceedings, and if any judgment or award against the County arises, the Contractor shall pay or satisfy it and shall reimburse the County for all costs which the County has incurred.

6.3 COUNTY’S RIGHT TO CLEAN UP

6.3.1 If a dispute arises between the Contractor and separate contractors as to their responsibility for cleaning up as required by Paragraph 4.15, the County may clean up and the contractor responsible therefore shall pay County such portions of the cost thereof as the Project Manager shall determine to be just.

ARTICLE 7
MISCELLANEOUS PROVISIONS

7.1 GOVERNING LAW

7.1.1 The Contract shall be governed by the law of the State of California.

7.2 SUCCESSORS AND ASSIGNS

7.2.1 The County and the Contractor, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other.

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7.3 WRITTEN NOTICE

7.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified mail to the person and address shown in Article 7 of the Agreement.

7.4 CLAIMS AND DISPUTES RESOLUTION

7.4.1 A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time, arising out of or relating to the Contract or a request for equitable adjustment or Change Order which can not be resolved per provisions of Article 12. Any Claim shall be reduced to writing and filed with the Project Coordinator, Solano County (or his/her designee), within twenty calendar days after the Contractor has notice of the condition giving rise to the Claim, and final action per Article 12 procedures has taken place or has been declared as such in writing, by either party. Such twenty day notice of an asserted claim is in addition to the requirement for prompt notice required per Paragraph 12.3.

7.4.2 The Contractor shall not claim or recover any overhead cost administrative or otherwise, particularly 'Home Office' expenses, 'Extended site overhead', or any other overhead cost on the basis of any 'Home Office' damages formula, 'Eichleay' formula, 'Total Cost' recovery formula or any other such formula.

7.4.3 The Contractor shall have no claim for damages or compensation for any delay or hindrance. Contractor shall make any claims in writing within the time set forth above, for any unreasonable delay or hindrance caused by County, and specifying the cause thereof as required in 7.4.4 below.

7.4.4 REQUIREMENTS FOR FILING A CLAIM: Claims must be filed within the time specified in 7.4.1 above, but in no event later than the date of final payment. Claims shall be submitted to the Project Coordinator, Solano County (or his/her designee). The claim shall be in writing and shall be sum certain if known. If unknown, Contractor shall specify the basis for establishing the sum certain. Claim shall include a statement of the reasons for the asserted entitlement, and include the documents necessary to substantiate the claim. Such documents may include but are not limited to payroll records, purchase orders, quotations, invoices, estimates, subcontracts, daily logs, supplier contracts, subcontract billings, bid takeoffs, equipment rental invoices, ledgers, journals, daily reports, job diaries, and any documentation related to the requirements of Article 12. In the case of a continuing delay, only one claim is necessary. If adverse weather conditions are the basis for a claim for additional time, such claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the critical activities on the construction schedule. The Contractor shall certify, at the time of submission of a claim, as follows:

"I certify under penalty of perjury under the laws of the State of California, that the foregoing claim is made in good faith, that the supporting data are accurate, and in my opinion, justify the contract
adjustments requested.

By: ________________________________

(Contractor's signature)

Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims. For any claim subject to this Article 7.4, the following requirements apply:

.1 For claims of less than fifty thousand dollars ($50,000), the County’s Project Coordinator shall review the facts pertinent to the claim, obtain additional information deemed necessary for a decision (if any), review recommendations of the Project Manager, coordinate with the contract administrator (if any) and secure assistance from legal and other advisors, and render a written decision on the claim within 45 days of receipt of the claim. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the Project Coordinator and claimant. The Project Coordinator’s written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

.2 For claims of over fifty thousand dollars ($50,000) and less than or equal to three hundred seventy-five thousand dollars ($375,000), the Project Coordinator shall review the facts pertinent to the claim, obtain additional information deemed necessary for a decision (if any), review recommendations of the Project Manager, coordinate with the contract administrator (if any) and secure assistance from legal and other advisors, and render a written decision on the claim within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the County may have against the claimant. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the County, Project Manager, and the claimant. The Project Coordinator’s written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documents, or a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

.3 If the claimant disputes the written response of the Project Coordinator, or fails to respond within the time prescribed, the claimant may so notify the County Administrative Officer, in writing, either within 15 days of receipt of the Project Coordinator’s response or within 15 days of the Project Coordinator’s failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the Project Coordinator (or his/her designee) shall schedule a meet and confer conference within 30 days for settlement of the dispute.

.4 If following the meet and confer conference the claim or any portion remains in dispute, the claimant may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall
be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference.

7.4.5 CLAIMS AND DISPUTES EXEMPT FROM FILING REQUIREMENTS: The procedures and remedies provided in this Article 7.4 do not apply to:

.1 Any claims by the County;

.2 Any claim for or respecting personal injury or death or reimbursement or other compensation arising out of or resulting from liability for personal injury or death;

.3 Any claim or dispute relating to stop payment requests or stop notices; and

.4 Any claim related to the approval, refusal to approve, or substitution of subcontractors, regardless of tier, and suppliers.

7.4.6 PAYMENT OF UNDISPUTED PORTION OF CLAIM: County shall pay claimant such portion of a claim that is undisputed except as otherwise provided in the contract.

7.4.7 CONTINUE WORK DURING DISPUTE: In the event of any dispute between the County and the Contractor, the Contractor will not stop work but will prosecute the work diligently to completion in the manner directed by the County, and the dispute shall be resolved by a court of law after completion of the Work. However, Contractor must submit all disputes in accordance with the provisions of Article 7.4.

7.4.8 SUIT IN SOLANO COUNTY ONLY: Any litigation arising out of this Contract shall be brought in Solano County and Contractor waives the removal provisions of California Code of Civil Procedure section 394.

7.5 PERFORMANCE BOND, LABOR AND MATERIAL PAYMENT BOND AND WARRANTY BOND

7.5.1 The Contractor shall furnish Performance Bond in the amount of 100% of the Contract amount, Payment Bond in the amount of 100% of the Contract amount and One Year Warranty Bond in the Amount of 10% of the final Contract Amount.

7.5.2 All bonds required, whether Bid bonds, Performance, Payment, Warranty or other bonds, shall be issued by an admitted surety insurer. The Bid Bond, Performance Bond, Payment Bond, and Warranty Bond must be issued by the same admitted surety insurer. The payment, performance and warranty bonds required by these specifications will neither be accepted nor approved by the County unless the bonds are underwritten by an admitted surety and the requirements of California Code of Civil Procedure section 995.630 are met. The County further reserves the right to satisfy itself as to the acceptability of the surety and the form of bond. Upon request of the County, the bidder must submit the following documents:

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.1 The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws, or other instrument authorizing the person who executed the bond to do so.

.2 A certified copy of the certificate of authority of the insurer issued by the California Insurance Commissioner.

.3 A certificate from the county clerk that the certificate of authority has not been surrendered, revoked, canceled, annulled, or suspended, or in the event that it has, that renewed authority has been granted.

.4 A financial statement of the assets and liabilities of the insurer to the end of the quarter calendar year prior to 30 days next preceding the date of the execution of the bond, in the form of an officers' certificate as defined in Corporations Code § 173.

7.6 RIGHTS AND REMEDIES

7.6.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available shall be in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

7.6.2 No action or failure to act by the County, the Project Manager, the Architect or the Contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach, except as may be specifically agreed in writing.

7.7 TESTS AND INSPECTION

7.7.1 Any public authority having jurisdiction over the Project or funds used for the Project shall at all times have access for the purpose of observation to all parts of the Work and to all shops wherein the work is in preparation. The Contractor shall cooperate and furnish such facilities and assistance as needed for the County and County's agents.

7.7.2 Where the Contract Documents, instructions by the County, laws, ordinances, or any public authority having jurisdiction, requires Work to be inspected, tested or approved before work proceeds, such Work shall not proceed, nor shall it be covered up without inspection.

7.7.3 The Contractor shall give notice to the Project Manager and County a minimum of two (2) days in advance of the readiness for any Contract compliance inspection by the County Inspector of Record or any other inspector required by statute. The Contractor shall give notice as required by all other inspecting and testing agencies of jurisdiction for Code and regular compliance inspection. In all cases, the Contractor shall schedule inspections so as not to delay the Work.

7.7.4 If the Project Manager determines that any Work requires special inspection, testing or approval which Subparagraph 7.7.1 does not include, the Project Manager will, upon written authorization from the County, instruct the Contractor to order such special inspection, testing or

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approval, and the Contractor shall give notice as provided in Subparagraph 7.7.3. If such special inspection or testing reveals a failure of the Work to comply with the requirements of the Contract Documents, the Contractor shall bear all costs thereof, including compensation for the Project Manager’s additional services, testing or inspections made necessary by such failure; otherwise the County shall bear such costs, and an appropriate Change Order shall be issued.

7.7.5 Required certificates of inspection, testing or approval shall be secured by the Contractor and the Contractor shall promptly deliver them to the Project Manager.

7.7.6 If the Project Manager wishes to observe the inspections, tests or approvals required by the Contract Documents, Project Manager will do so promptly and, where practicable, at the source of supply.

ARTICLE 8
TIME

8.1 DEFINITIONS

8.1.1 Unless otherwise provided, the Contract Time is the period of time allotted in the Contract Documents for Substantial Completion of the Work as defined in Subparagraph 8.1.3, including authorized adjustments to it.

8.1.2 The date of commencement of the Work is the date established in a Notice to Proceed. If there is no Notice to Proceed, it shall be such other date as may be established in the Owner-Contractor Agreement or elsewhere in the Contract Documents.

8.1.3 The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Project Manager when construction is sufficiently complete, in accordance with the Contract Documents, so that the County or separate contractors can occupy or utilize the Work or a designated portion thereof for the use for which it is intended.

8.1.4 The term “day” as used in the Contract Documents shall mean calendar day unless specifically designated otherwise.

8.2 PROGRESS AND COMPLETION

8.2.1 All time limits stated in the Contract Documents are of the essence of the Contract.

8.2.2 The Contractor shall begin the Work on the date of commencement as defined in Subparagraph 8.1.2.

8.2.3 The Contractor shall carry the Work forward expeditiously with adequate forces and shall achieve Substantial Completion of the Work within the Contract Time.
8.3 DELAYS AND EXTENSIONS OF TIME

The Contractor shall not be granted a Contract Time extension except on the issuance of a Change Order by the Project Coordinator and County Administrative Officer, or the Board of Supervisors, upon a finding that the delay in completion was unavoidable.

Delays in prosecution of parts or classes of the Work that are not demonstrated to prevent or delay completion of the entire Project or specific milestones within the Contract Time are not "unavoidable delays" for purposes of this section.

In all cases, the time authorized for extension of the Contract Time shall be no greater than the number of days directly attributable to the unavoidable delay which cause delay in the completion of the Project. Contractor shall be entitled, in the case of unavoidable delays, to an extension in the Contract time, but not the Contract price. "Unavoidable delay" for this purpose shall be defined as follows:

A. Unavailable Materials. That materials or articles called for in the Contract Documents are not obtainable within the time required for timely completion; provided that such materials or articles were listed by the Contractor in the schedule required by Section 4.10.2 and Division 1 - General Requirements Section 01 60 00/ Materials and Equipment hereinabove; that the Contractor demonstrates that the unavailability of the materials is in fact the cause for the delay, and could not have been procured by adjusting the Construction Schedule; and that the unavailability of such materials is due to circumstances beyond the Contractor's control. If good cause for delay is demonstrated pursuant to this subsection, the County, at its sole discretion, may grant a time extension.

B. Force Majeure. That delays in construction have resulted from circumstances beyond the control of the Contractor and which the Contractor could not have provided against by the exercise of reasonable care, prudence, foresight, and diligence. Unavoidable delays within the meaning of this subparagraph shall be those caused by the acts of God, war, insurrection, civil disorder, fire, floods, epidemic, or strikes.

C. Unseasonable Weather. An extension of time may be granted due to weather which is unsuitable for the Work currently in progress, upon the findings that the weather conditions in fact caused the delay in completion of the Project and that such weather conditions were not, and could not in the exercise of reasonable diligence, have been foreseen by the Contractor. Seasonable weather that, in the exercise of reasonable foresight and diligence, should be expected in the area at the time of year in question is not cause for an extension of time.

D. Time Extensions Due to Change Orders or Work Authorizations. A time extension may be granted due to additional work that results in a delay in the Project caused by the approval by the County of a Change Order or Work Authorization. The Contractor shall be entitled to a time extension Change Order only when the extra Work is demonstrated by the Contractor to have caused a delay in the Project.

E. County Caused Delays. In the event that the Project is delayed by acts of the County,
not authorized by the Contract Documents, which the Contractor demonstrates will or have caused an unavoidable delay as defined in Subparagraph B, the Contractor shall be entitled to a Contract Time Change Order to offset the extra time incurred by the Contractor. The Contractor will not be entitled to adjustments in the contract price. Extra time shall be limited to that which is directly identified as critical by the delay.

The Contractor specifically agrees that a time extension as provided herein is its sole remedy for County-caused delays, and agrees to make no claim or demand for additional damages, nor claim an acceleration of the time for performance.

The Contractor shall not be entitled to any Contract Time extension nor Contract Price adjustment for alleged County delays if the County has acted within the time limits specified by the Contract Documents.

8.3.1 NOTICE OF DELAYS

Whenever the Contractor foresees any delay in the prosecution of the Work, and in any event immediately upon the occurrence of any delay which the Contractor regards as grounds for an extension, the Contractor shall notify the Project Manager in writing of the delay. Such notification shall specify with detail the cause asserted by the Contractor to constitute grounds for an extension. Failure of the Contractor to submit such a notice within ten (10) days after the initial occurrence of the event-giving rise to the delay shall constitute a waiver by the Contractor of any request for a time extension, and no extension shall be granted as a consequence of such delay.

With its request for time extension, the Contractor shall submit evidence to demonstrate that the delay in prosecution in the Work will result in an unavoidable delay in completion of the entire Project. Such evidence shall include a demonstration that the delayed portion of the Work will affect the Critical Path Scheduling of the entire Project. The Contractor shall also submit a proposed revised Project Schedule, which accounts for the delay in completion of the entire Project caused by the delay in progression of part of the Project, and includes a revised Critical Path demonstrating how the Project will be completed within the proposed revised Contract Time.

8.3.2 INVESTIGATION; PROCEDURE

Upon receipt of a request for Contract Time extension, the Project Manager shall conduct an investigation of the facts asserted by the Contractor to constitute grounds for an extension. The results of this investigation shall be reported by the Project Manager to the Contractor and shall indicate whether he/she will recommend for or against such extension to the County’s representative. The performance of this investigation by the Project Manager shall not be construed in any way as direction or recommendation to the Contractor regarding scheduling of the work. Scheduling this work is the sole responsibility of the Contractor.

The Project Manager may, in his/her sole discretion, defer this recommendation to allow the accumulation of time extensions due to Work Authorizations into a periodic or final Change Order request.
Upon receiving the Project Manager's recommendation to the Project Coordinator regarding the Contractor's request for a time extension, the Contractor may either withdraw its application for extension or request that it be scheduled for action by the Board of Supervisors, or the Project Coordinator and County Administrative Officer. If the Board of Supervisors or Project Coordinator and the County Administrative Officer disallow the request, there shall be no allowance made for the time during which the request was pending, and the Contractor shall remain obligated to complete the Work in the time specified.

If the Board of Supervisors or the Project Coordinator and County Administrative Officer approves the time extension Change Order, the new Progress Schedule submitted by the Contractor and approved by the County shall be deemed to amend the original Progress Schedule approved by the County; thereafter, the amended Progress Schedule shall have the same force and effect as the originally approved Progress Schedule.

The revised progress schedule must be submitted within seven (7) calendar days of when the Board of Supervisors or Project Coordinator and the County Administrative Officer approves the change.

The Contractor agrees that the determination of the Board of Supervisors or the Project Coordinator and the County Administrative Officer as to whether grounds for an extension exist, and if so, the duration of the extension shall be final and binding upon both County of Solano and Contractor.

8.3.3 DISCRETIONARY TIME EXTENSION FOR BEST INTEREST OF COUNTY

The County reserves the right to extend the Contract Time for completion of the Work if the Board of Supervisors determines that such extension is in the best interest of the County.

In the event that such discretionary extension is made at the request of the Contractor, the County shall have the right to charge to the Contractor all or any part, as the Board may deem proper, of the actual cost to the County for Architecting, inspection, supervision, contract administration, incidental and other overhead expenses that accrue during period of such extension, and to deduct all or any portion of such amounts from the final payment for the Work.

In the event such extension is ordered over the objection of the Contractor, the Contractor shall be entitled to a Change Order adjusting the price paid to reflect the actual costs incurred by the Contractor as a direct and proximate result of the delay, upon his written application, accompanied by such verification of costs as the Project Manager requires. Only additional direct costs incurred at the site will be reimbursable by Change Order.

8.3.4 LIQUIDATED DAMAGES

If the Work is not completed by Contractor in the time specified in Article 3 of the Agreement for Construction 005200 or within any period of extension authorized pursuant to this Article, the Contractor acknowledges and admits that the County will suffer damage, and that it is impracticable and infeasible to fix the amount of actual damages. Therefore, it is agreed by and between the Contractor and the County that the Contractor shall pay to the County as fixed and liquidated damages,
and not as a penalty, the sum specified in section 007300 Supplementary Conditions for each calendar day of delay until the Work is completed and accepted, and that both the Contractor and the Contractor's surety shall be liable for the total amount, and that the County may deduct said sums from any monies due or that may become due to the Contractor.

This liquidated damages provision shall apply to all delays of any nature whatsoever, save and except only unavoidable delays approved by the Board of Supervisors or the Project Coordinator and the County Administrative Officer pursuant to Section 8.3, or discretionary time extensions approved by the Board of Supervisors or the Project Coordinator and the County Administrative Officer pursuant to Section 8.3.3.

8.3.5 EXTENSION OF TIME NOT A WAIVER

Any extension of the Contract Time granted pursuant to this Article shall not constitute a waiver by the County, nor a release of the Contractor, from his obligations to perform this Contract in the Contract Time.

Granting of a time extension due to one circumstance on one request shall not constitute a granting by the County of an extension of time for any other circumstance or the same circumstance occurring at some other time, and shall not be interpreted as a precedent for any other request for extension.

ARTICLE 9
PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

9.1.1 The Contract Sum is stated in the Owner-Contractor Agreement and, including authorized adjustments to it, is the total amount payable by the County to the Contractor for the performance of the Work under the Contract Documents.

9.2 SCHEDULE OF VALUES

9.2.1 Before the first Application for Payment, the Contractor shall submit to the Project Manager a Schedule of Values allocated to the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Project Manager may require. This schedule, unless objected to by the Project Manager, shall be used only as a basis for the Contractor's Applications for Payment.

9.3 APPLICATIONS FOR PAYMENT

9.3.1 At least fifteen days before the date for each progress payment established in the Owner-Contractor Agreement, the Contractor shall submit to the Project Manager an itemized Application for Payment, notarized, supported by such data substantiating the Contractor's right to payment as the County or the Project Manager may require, and reflecting retainage, if any, as provided elsewhere in the Contract Documents. AIA Documents G702/CMa, Application and Certificate For Payment and
G703, Continuation Sheet, or other substitute form supplied and required by the County shall be used. Payment is expressly conditioned upon submission by the Contractor of conditional waivers and release of lien rights upon progress payment as the County or the Project Manager may require. Waiver and Release forms must be submitted on forms provided or approved by the County of Solano. Copies of said forms shall comply with Civil Code § 8132 et seq.

9.3.2 Unless otherwise provided in the Contract Documents, payments may be made on account of materials or equipment not incorporated in the Work but delivered and suitably stored at the site and, if approved in advance by the County, payments may similarly be made for materials or equipment suitably stored at some other location agreed upon in writing. Payments for materials or equipment stored on or off the site shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the County to establish the County's title to such materials or equipment or otherwise protect the County's interest, including applicable insurance and transportation to the site for those materials and equipment stored off the site.

9.3.3 The Contractor warrants that title to all Work, materials and equipment covered by an Application for Payment will pass to the County either by incorporation in the construction or upon receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, stop notices, claims, security interest or encumbrances, hereinafter referred to in this Article 9 as "liens"; and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor, or by any other person performing Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest or an encumbrance is retained by the seller or otherwise imposed by the Contractor or such other person.

9.3.4 Progress Payments: The Contractor shall, on or before the first day of each month, make an estimate of the work performed during the preceding month and submit an itemized Application for Payment, notarized if required, supported by such data substantiating the Contractor's right to payment as the County or the Project Manager may require, including appropriate updates to the CPM Construction Schedule, and reflecting retainage, if any, as provided elsewhere in the Contract Documents. The Contractor will assemble the Application and forward it to the Project Manager within seven days for checking and approval. On or about the 20th day of the month following the month in which the work was performed, the County shall pay to the Contractor ninety five (95%) percent of the value of said work in place, as checked and approved by the Project Manager. The balance of five (5%) percent of the estimate shall be retained by the County until the time of final acceptance of said work. In lieu of the ten (10%) percent retainage, the Contractor may substitute securities as provided in Article 9.3.5 below. The Contractor may apply to reduce said rate of retainage as set forth in Article 5 of the Owner-Contractor Agreement.

.1 If the County does not pay the Contractor within thirty days after receipt of an undisputed and properly submitted payment request for a progress payment, excluding that portion of the final payment designated by the contract as retention earnings, then the County shall pay interest to the Contractor as provided by Public Contract Code § 20104.50. Said interest penalty is the sole recourse of Contractor and Contractor shall have no right to stop the Work until payment of the amount owing has been received, nor shall the Contract Time be extended, nor shall the Contract Sum be increased in any way, including by reason of any costs incurred by Contractor, except to the extent of said interest payment.
Pursuant to Public Contract Code § 7107, in the event of a dispute between the County and Contractor, the County may withhold from the final payment an amount not to exceed 150 percent of the disputed amount. Except as so provided, the County shall release the retention withheld within 60 days after the date of completion of the work of improvement, as "completion" is defined in Public Contract Code § 7107. In the event that retention payments are not made within the time periods required by Public Contract Code § 7107, the County may be subject to the interest provisions of Public Contract Code § 7107.

Security Substitutions and Escrow for Moneys Withheld to Insure Contractor's Performance:
Pursuant to Public Contract Code section 22300, the Contractor may deposit in an escrow, equivalent securities for any moneys withheld to insure performance and have said moneys paid directly to Contractor, or, in the alternative, have the County deposit such moneys directly into an escrow. Upon the closing of any such escrow, Contractor shall pay to each subcontractor, not later than 20 days after receipt of the closing payment, the respective amount of interest earned, net of costs attributed to retention withheld from each subcontractor, on the amount of retention withheld to insure the performance of the Contractor. Any escrow established pursuant to this article shall be with a state or federally chartered bank, shall be at the sole expense of the Contractor, and shall be established using an escrow agreement in substantially the following form:
ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between the County of Solano, (hereinafter called "County"), _____________________ (hereinafter called "Contractor"); and __________________________, a state or federally chartered bank in California, (hereinafter called "Escrow Agent").

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

1. Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by County pursuant to the Construction Contract entered into between the County and Contractor for ________________________________________________________ in the amount of $_______________________, and dated ______________ (hereinafter referred to as the "Contract"). Alternatively, on written request of the contractor, the County shall make payments of the retention earnings directly to the Escrow Agent. When Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the County within ten (10) days of the deposit. The market value of the securities at the time of the substitution, as valued by the County, shall be at least equal to the cumulative total cash amount then required to be withheld as retention under the terms of the contract between County and Contractor. If the County determines that the securities are not adequate it will notify Contractor and Escrow Agent, and Contractor shall deposit additional security as further determined by the County. Securities shall be held in the name of the County and shall designate the Contractor as the beneficial owner.

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

3. When the County, at Contractor's written request, makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the contractor until such time as the escrow created under this contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the County pays the Escrow Agent directly.

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

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

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

7. The County shall have the right to draw upon the securities or any amount paid directly to Escrow Agent in the event of default by the Contractor. Upon seven (7) days written notice to the Escrow Agent from the County of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash, including any amounts paid directly to Escrow Agent, as instructed by the County.

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

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

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

On behalf of County:
Title: Capital Projects Manager
Name: Mark A. Hummel
Signature: __________________
Address: 675 Texas Street
         Fairfield, CA 94533

On behalf of Contractor:
Title: ______________________
Name: ______________________
Signature: __________________
Address: ____________________

On behalf of Escrow Agent:
Title: ______________________
Name: ______________________
Signature: __________________
Address: ____________________

At the time the Escrow Account is opened, the County and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.
IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

On behalf of County:
Title: Capital Projects Manager
Name: Mark A. Hummel
Signature: __________________
Address: 675 Texas Street
         Fairfield, CA 94533

On behalf of Contractor:
Title: ________________________
Name: ________________________
Signature: ____________________
Address: ______________________

Escrow Agent:
Title: ________________________
Name: ________________________
Signature: ____________________
Address: ______________________
9.3.6 **Itemized Breakdown:** The Contractor shall submit a financial breakdown of the work, itemized by crafts or sections as designated by the Project Manager. The Contractor's payment shall be based upon the monthly percentage of completion of these items.

9.3.7 **Lien Waivers:** The County or Project Manager will require the Contractor to submit, along with the progress payment request, notarized lien waivers from each subcontractor, materials or equipment supplier. Lien waivers shall comply with Civil Code § 8132 et seq. The aggregate sum of which shall reflect previous progress payments.

9.4 **CERTIFICATES FOR PAYMENT**

9.4.1 The Project Manager will, within seven days after the receipt of the Project Application for Payment, review the Project Application for Payment and either issue a Project Certificate for Payment to the County for such amounts as the Project Manager determines are properly due, or notify the Contractor in writing of the reasons for withholding a Certificate as provided in Subparagraph 9.6.1. The application for payment shall be made on AIA Documents G702 and G703 of the latest edition, in triplicate.

9.4.2 The issuance of a Project Certificate for Payment will constitute a representation by the Project Manager to the County that, based on the Project Manager's observations at the site as provided in Subparagraph 2.2.4 and the data comprising the Project Application for Payment, the Work has progressed to the point indicated; that, to the best of the Project Manager's knowledge, information and belief, the quality and timeliness of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion of the Work, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Certificate); and that the Contractor is entitled to payment in the amount certified. However, by issuing a Project Certificate for Payment, the Project Manager shall not thereby be deemed to represent that the Project Manager has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, has reviewed the construction means, methods, techniques, sequences or procedures, or has made any examination to ascertain how or for what purpose the Contractor has used the monies previously paid on account of the Contract Sum.

9.5 **PROGRESS PAYMENTS**

9.5.1 After the Project Manager has issued a Project Certificate for Payment; the County shall make payment in the manner and within the time provided in the Contract Documents.

9.5 The Contractor shall promptly pay each Subcontractor upon receipt of payment from the County, out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contract on account of such Subcontractor's Work. The Contractor shall, by an appropriate agreement with each Subcontractor, require each Subcontractor to make payments to their Sub-subcontractors in similar manner.

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9.5.3 The Project Manager may on request, at the Project Manager's discretion, furnish to any Subcontractor, if practicable, information regarding the percentages of completion or the amounts applied for by the Contractor and the action taken by the Project Manager on account of Work done by such Subcontractor.

9.5.4 Neither the County nor the Project Manager shall have any obligation to pay or to see to the payment of any monies to any Subcontractor or Material Suppliers except as may otherwise be required by law.

9.5.5 Neither certification of a progress payment, delivery of a progress payment, nor partial or entire use or occupancy of the Project by the County, shall constitute an acceptance of any Work not in accordance with the Contract Documents.

9.6 PAYMENTS WITHHELD

9.6.1 The Project Manager may decline to certify payment and may withhold the Certificate in whole or in part to the extent necessary to reasonably protect the County, if, in the Project Manager's opinion, the Project Manager is unable to make representations to the County as provided in Subparagraph 9.4.2. If the Project Manager is unable to make representations to the County as provided in Subparagraph 9.4.2, and to certify payment in the amount of the Project Application, the Project Manager will notify the Contractor as provided in Subparagraph 9.4.1. If the Contractor and the Project Manager cannot agree on a revised amount, the Project Manager will promptly issue a Project Certificate for Payment for the amount for which the Project Manager is able to make such representations to the County. The Project Manager may also decline to certify payment or, because of subsequently discovered evidence or subsequent observations, the Project Manager may nullify the whole or any part of any Project Certificate for Payment previously issued to such extent as may be necessary, in the Project Manager's opinion, to protect the County from loss because of:

.1 defective Work not remedied;

.2 third party claims filed or reasonable evidence indicating probable filing of such claims, including claims by separate contractors;

.3 failure of the Contractor to make payments properly to Subcontractors, or for labor, materials or equipment;

.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

.5 damage to the County or another contractor;

.6 reasonable evidence that the Work will not be accomplished in compliance with the Contract Time;

.7 persistent failure to carry out the Work in accordance with the Contract Documents; or
stop notice served upon the County.

9.6.2 When the grounds in Subparagraph 9.6.1 above are removed, payment shall be made for amounts withheld because of them.

9.7 SUBSTANTIAL COMPLETION

9.7.1 When the Contractor considers that the Work, or a designated portion of work, is substantially complete as defined in Subparagraph 8.1.3, the Contractor shall prepare for the Project Manager a list of items to be completed or corrected. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. When the Project Manager, on the basis of inspection, determines that the Work or designated portion thereof is substantially complete, the Project Manager will then prepare a Certificate of Substantial Completion of the Work, said time to be within the Contract time unless extended pursuant to paragraph 8.3 of the Work, shall state the responsibilities of the County and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. AIA Document G704, Certificate of Substantial Completion, or other substitute form supplied and required by the County shall be used. The Certificate of Substantial Completion of the Work shall be submitted to the County and the Contractor for their written acceptance of the responsibilities assigned to them in such Certificate.

9.7.2 Upon Substantial Completion of the work or designated portion thereof, and upon application by the Contractor and certification by the Project Manager, the County shall make payment, reflecting adjustments in retainage, if any, for such Work or portion thereof as provided in the Contract Documents.

9.7.3 When the Project Manager, on the basis of inspections, determines that the Project or designated portion thereof is substantially complete, the Project Manager will then prepare a Certificate of Substantial Completion of the Project which shall establish the Date of Substantial Completion of the Project and fix the time within which the Contractor shall complete any uncompleted items of the Certificate of Substantial Completion of the Work.

9.7.4 Warranties required by the Contract Documents shall commence on the date of the recording of the Notice of Completion on the Project.

9.8 FINAL COMPLETION AND FINAL PAYMENT

9.8.1 Following the Project Manager's issuance of the Certificate of Substantial Completion of the Work or designated portion thereof, and the Contractor's completion of the Work, the Contractor shall forward to the Project Manager a written notice that the Work is ready for final inspection and acceptance, and shall also forward to the Project Manager a final Application for Payment. Upon receipt, the Project Manager will promptly make such inspection. When the Project Manager finds the Work acceptable under the Contract documents and the Contract fully performed, the Project Manager
will issue a Project Certificate for Payment that will approve the final payment due the Contractor. This approval will constitute a representation that, to the best of the Project Manager's knowledge, information and belief, and on the basis of observations and inspections, the Work has been completed in accordance with the Terms and Conditions of the Contract Documents and that the entire balance found to be due the Contractor, and noted in said Certificate, is due and payable. The Project Manager's approval of said Project Certificate for Payment will constitute a further representation that the conditions precedent to the Contractor's being entitled to final payment as set forth in Subparagraph 9.8.2 have been fulfilled.

9.8.2 Neither the final payment nor the remaining retainage shall become due until the Contractor submits to the Project Manager (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the County or the County's property might in any way be responsible, have been paid or otherwise satisfied, (2) consent of surety, if any, to final payment, and (3) other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the County. AIA Documents G706, Contractor's Affidavit of Payment of Debts and Claims, and G706-a, Contractor's Affidavit Release of Liens, shall be used. If any Subcontractor refuses to furnish a release or waiver required by the County, the Contractor may furnish a bond satisfactory to the County to indemnify the County against any such lien. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the County all monies that the latter may be compelled to pay in discharging such lien.

9.8.3 If, after Substantial Completion of the Work, final completion is materially delayed through no fault of the Contractor or by the issuance of Change Orders affecting final completion, and the Project Manager so confirms, the County shall, upon application by the Contractor and certification by the Project Manager and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than the retainage stipulated in the Contract Documents, and if bonds have been furnished as provided in Paragraph 7.5, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Project Manager prior to certification of such payment. Such payment shall be made under the Terms and Conditions governing final payments, except that it shall not constitute a waiver of claims. AIA Documents G707, Consent of Surety Company to Final Payment or if appropriate G707-A, Consent of Surety to Reduction in or Partial Release of Retainage, shall be used.

9.8.4 The making of final payment shall not constitute a waiver of any claims by the County.

9.8.5 The acceptance of final payment shall, after the Date of Substantial Completion of the Project, constitute a waiver of all claims by the Contractor.

9.8.6 All provisions of this Agreement, including without limitation those establishing obligations and procedures, shall remain in full force and effect notwithstanding the making or acceptance of final payment.

9.8.7 Final payment will be released within 35 days after Notice of Completion is Filed with the
ARTICLE 10
PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1 The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

1. all employees on the Work and all other persons who may be affected thereby;  
2. all the work and all materials and equipment to be incorporated therein, whether in storage or off the site, under the care, custody or control of the Contractor or any of the Contractor's Sub-contractors or Sub-subcontractors;  
3. other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction; and  
4. the work of the County or other separate contractors.

10.2.2 The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

10.2.3 The Contractor shall erect and maintain, as required by existing conditions and the progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying County’s and users of adjacent facilities.

10.2.4 When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

10.2.5 The Contractor shall promptly remedy all damage or loss to any property referred to in Clauses 10.2.1.2. and 10.2.1.3 caused in whole or in part by the Contractor, any Subcontractor, any Sub-subcontractor, anyone directly or indirectly employed by any of them, or any one for whose acts any of them may be liable, and for which the Contractor is responsible under Clauses 10.2.1.2 and 10.2.1.3, except damage or loss attributable solely to the acts or omissions of the County, the Project Manager,
or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Paragraph 4.17.

10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the County and the Project Manager.

10.2.7 The Contractor shall not load or permit any part of the Work to be loaded so as to endanger its safety.

10.3 EMERGENCIES

10.3.1 In any emergency affecting the safety of persons or property the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in Article 12 for Changes in the Work.

ARTICLE 11
INSURANCE

11.1 CONTRACTOR'S INSURANCE

Bidders' attention is directed to the insurance requirements below. It is highly recommended that Bidders confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of the insurance certificates and endorsements required below. A bidder, who is awarded a contract and thereafter fails to comply strictly with the insurance requirements, will be deemed to be in default of its obligations.

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Work by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

No later than (10) calendar days following the Award of the Contract, and prior to execution of the Agreement for Construction by the County, the Contractor shall submit certificates of insurance, signed by an authorized agent of the insurer, attesting to insurance coverage of the Contractor as required by this Article.

11.1.1 Minimum Scope of Insurance:

Coverage shall be at least as broad as:

.1 Insurance Services Office Commercial General Liability coverage ("occurrence" form CG0001 1188) or Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive

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General Liability.

.2 Insurance Services Office Business Auto Coverage form number CA 0001 0187 covering Automobile Liability, code 1 "any auto".

.3 Worker's Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.

11.1.2 Minimum Limits of Insurance: Contractor shall maintain limits no less than:

.1 General Liability: $2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

.2 Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage, including owned, non-owned, and leased vehicles.

.3 Workers’ Compensation and Employers Liability: Workers’ compensation limits as required by Cal. Labor Code and Employers Liability limits of $1,000,000 per accident.

11.1.3 Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expense.

11.1.4 Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:

.1 General Liability and Automobile Liability Coverage's.

a. The County of Solano, its officers, officials, employees, agents, including Consulting Project Managers while performing contract administration services, and volunteers are to be covered as insured's as respects: liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobile owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officers, officials, employees or volunteers.

b. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, agents, Consulting Project Managers, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, Consulting Project Managers, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees, agents, Project Managers, Consulting Project Managers, or volunteers.

d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

.2 Worker's Compensation and Employers Liability Coverage.
The insurer shall agree to waive all rights of subrogation against the County, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the County.

.3 All Coverage’s:
Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the County.

11.1.5 Acceptability of Insurers: Insurance is to be paid with insurers with a Best's rating of no less than A: VI.

11.1.6 Verification of Coverage: Contractor shall furnish the County with certificates of effecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies, at any time.

11.1.7 Subcontractors: Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

ARTICLE 12
CHANGES IN THE WORK

12.1 CHANGE ORDERS

12.1.1 Definition: A Change Order is a written order to the Contractor signed to show the approval of the Project Manager and the authorization of the County, issued after execution of the Contract, authorizing a change in the Work or an adjustment in the contract Sum or the Contract Time. The Contract Sum and the Contract Time shall be changed only by Change Order. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including the adjustment in the Contract Sum or the Contract Time, for full and final settlement of all costs (direct, indirect and overhead) related to the Work authorized by the Change Order.

12.1.2 The County, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletion or other revisions, the Contract Sum and Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by

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Change Order, and shall be performed under the applicable conditions of the Contract Documents.

12.1.3 Costs mean an itemized breakdown of all labor (by crafts), materials, sales taxes, equipment rentals, etc., for each portion of the Work which comprises the change order including any subcontractors itemized breakdown, plus not more than 15 percent (refer to specification section 01020 for exact percentage amounts) to cover all profits, overhead and administration. The cost or credit to the County resulting from a change in the Work shall be determined in one or more of the following ways:

.1 by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation.
.2 by unit prices stated in the Contract Documents or subsequently agreed upon;
.3 by cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
.4 by the method provided in Subparagraph 12.1.4.1 and 12.1.4.2.

12.1.4.1 If none of the methods set forth in Clauses 12.1.3.1, 12.1.3.2, or 12.1.3.3 is agreed upon, the Contractor, provided that a written order signed by the County is received, shall promptly proceed with the Work involved. The cost of such Work shall then be determined by the Project Manager, on the basis of reasonable expenditures or savings of those performing the Work attributable to the change, including, in the case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. In such case, and also under Clause 12.1.3.3 above, the Contractor shall keep and present, in such form as the County or the Project Manager may prescribe, an itemized accounting of actual cost together with appropriate supporting data for inclusion in a Change Order. Unless otherwise provided in the Contract Documents, cost shall be limited to the following: cost of materials, including sales tax and cost of delivery; cost of labor including social security, old age and unemployment insurance and fringe benefits required by agreement or custom; workers' or workmen's compensation insurance; bond premiums; rental value of equipment and machinery; and the additional costs of supervision and field personnel directly attributable to the change. Upon determination of cost by the Project Manager, payments to the Contractor may be made based on the Project Manager's approval of a Project Certificate for Payment. If the Contractor disputes the Project Manager's cost determination, the Contractor may initiate a claim in compliance with the claims and disputes resolution provisions of Paragraph 7.4.

12.1.4.2 The amount or credit to be allowed by the Contractor to the County, as confirmed by the Project Manager, for any deletion or change that results in a decrease in the Contract Sum will be the amount of the actual cost including reasonable overhead. When both additions and credits covering related Work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured in the basis of the new increase, if any, with respect to that change.

12.1.5 Variation in Estimated Quantities: If unit prices are stated in the Contract Documents or subsequently agreed upon, and if the quantities originally contemplated as so changed in a proposed Change Order, that application or the agreed unit prices to the quantities of Work proposed will cause substantial inequity to the County or the Contractor, the applicable unit prices shall be equitably adjusted.
12.2 SITE CONDITIONS

12.2.1 Where investigations have been conducted by the County of existing conditions on the Site, including subsurface conditions, such investigations are made for the purpose of design only and for the information of bidders. The results of such investigations represent only the statement by the County as to the circumstance and character of materials actually encountered by the County during the investigations. The County makes no guarantee or warranty, express or implied, that the conditions indicated are representative of conditions existing throughout the Site of the Project or any part of it, or that unanticipated conditions might not occur.

All excavation work shall be performed on an "unclassified basis"; that is, shall include the removal of all material encountered including earth or rock formations, regardless of the type or hardness thereof, or groundwater conditions in the excavation, the cost of such excavations being included in the Contract Price at the time of bidding. Unclassified excavation Work includes drilling or blasting operations.

If site conditions are discovered that materially differ from previous information that the Contractor has received, and that could not have been discovered by the Contractor through prudent and reasonable investigation prior to pricing his bid for the work, the Contractor shall be compensated for additional costs incurred in working with the unknown site conditions, but only to the extent that such previously unknown and undiscoverable site conditions cause the Contractor to incur costs in addition to the bid price for that portion of the work. The Contractor must be able to clearly demonstrate the original bid price for that portion of the work (plus any approved change orders applicable to that portion of the work) and the additional costs incurred as a direct result of the unknown site conditions.

12.3 REQUEST FOR EQUITABLE ADJUSTMENT

12.3.1 If the Contractor considers a Request for Equitable Adjustment is justified for an increase in the Contract Time, the Contractor shall promptly, upon first observance of the condition giving rise to the request, provide the Project Manager and County written notice of such condition and circumstance. This notice shall be given by the Contractor before proceeding to execute the Work, except in emergency endangering life or property in which case the Contractor shall proceed in accordance with Paragraph 10.3. No such request shall be valid unless so made. Any change in the Contract Time resulting from such request for equitable adjustment shall be authorized by Change Order.

12.3.2 If the Contractor requests that additional cost or time is involved because of, but not limited to, (1) any written interpretation pursuant to Subparagraph 2.2.8, (2) any order by the County to stop the Work pursuant to Paragraph 3.3 where the Contractor was not at fault, or any such order by the Project Manager as the County's agent, (3) any written order for a minor change in the Work issued pursuant to Paragraph 12.4, the Contractor shall make such request for equitable adjustment as provided in Subparagraph 12.3.1.
12.4 MINOR CHANGES IN THE WORK

12.4.1 The Project Manager will have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be enacted by written order issued through the Project Manager, and shall be binding on the County and the Contractor. AIA Document G710, Architect's Supplemental Instructions, or other substitute form supplied and required by the County shall be used. The Contractor shall carry out such written orders promptly.

ARTICLE 13
UNCOVERING AND CORRECTION OF WORK

13.1 UNCOVERING WORK

13.1.1 If any portion of the Work should be covered contrary to the request of the Project Manager, County, public authority having jurisdiction, or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Project Manager, be uncovered for their observation and shall be replaced at the contractor's expense.

13.1.2 If any other portion of the Work has been covered which the Project Manager, County or public authority having jurisdiction has not specifically requested to observe prior to its being covered, the Project Manager may request to see such Work and it shall be uncovered by the contractor. If such Work be found in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the County. If such Work be found not in accordance with the Contract Documents, the Contractor shall pay such costs unless it be found that this condition was caused by the County or a separate contractor as provided in Article 6 in which event the County shall be responsible for the payment of such costs.

13.2 CORRECTION OF WORK

13.2.1 The Contractor shall promptly correct all Work rejected by the Project Manager as defective or as failing to conform to the Contract Documents whether observed before or after Substantial Completion of the Work and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including compensation for the Project Manager's additional services made necessary thereby.

13.2.2 If, within one year after the recordation of the Notice of Completion of the Work or designated portion, or within one year after acceptance by the County of designated equipment, or within such longer period of time as may be prescribed by the terms of any applicable special warranty required by the Contract Documents, any of the Work to be found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the County to do so unless the County had notice of the defect and had previously given the Contractor a written acceptance of such defective condition. This obligation shall survive both final payment for the Work or designated portion thereof and termination of the Contract. The County shall give such notice promptly after discovery of the condition.
13.2.3 The Contractor shall, at his sole expense, remove from the site all portions of the Work that are defective or nonconforming and which have not been corrected under Subparagraphs 4.5.1, 13.2.1 and 13.2.2, unless removal is waived by the County.

13.2.4 If the Contractor fails to correct defective or nonconforming Work as provided in Subparagraphs 4.5.1, 13.2.1 and 13.2.2, the County may correct it in accordance with Paragraph 3.4.

13.2.5 If the Contractor does not proceed with the correction of such defective or nonconforming Work within a reasonable time fixed by written notice from the Project Manager, the County may remove it and may store the materials or equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten days thereafter, the County may, upon ten additional days' written notice, sell such Work at auction or at private sale and shall account for the proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for the Project Manager, or other Professional's additional services made necessary thereby. If such proceeds of sale do not cover all costs, which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the County.

13.2.6 The Contractor shall bear the cost of making good all work of the County or separate contractors destroyed or damaged by such correction or removal.

13.2.7 Nothing contained in this Paragraph 13.2 shall be construed to establish a period of limitation with respect to any other obligation, which the Contractor might have under the Contract Documents, including Paragraph 4.5 hereof. The establishment of the time periods noted in Subparagraph 13.2.2, or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents, relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the Contractor's obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

13.3 ACCEPTANCE OF DEFECTIVE OR NONCONFORMING WORK

13.3.1 If the County prefers to accept defective or nonconforming Work, the County may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect a reduction in the Contract Sum where appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.
ARTICLE 14
TERMINATION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1 If the Work is stopped for a period of thirty days under an order of any court or other public authority having jurisdiction, or as a result of an act of government such as a declaration of a national emergency making materials unavailable, through no act or fault of Contractor or a Subcontractor or any agents or employees or any other persons performing any of the Work under a contract with the Contractor, then the Contractor may, upon thirty additional days' written notice to the County and the Project Manager, terminate the Contract and recover from the County payment for all work executed and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery, including reasonable profit.

14.2 TERMINATION BY THE COUNTY

14.2.1 If the Contractor is adjudged bankrupt, or makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the Contractor's insolvency, or stop notices are served upon the County, or if the Contractor persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of having any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the Contract Documents, and fails after written notice to commence and continue correction of such default, neglect or violation with diligence and promptness, the County upon certification by the Project Manager that sufficient cause exists to justify such action, may, after an additional written notice and without prejudice to any other remedy the County may have, terminate the Contract and take possession of all materials, equipment, tools, construction equipment and machinery owned by the Contractor and may finish the Work by whatever methods the County may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished.

14.2.2 If the unpaid balance of the Contract Sum exceeds the costs of finishing the Work, including compensation for the Project Manager's and Architect's additional services made necessary thereby, Contractor will only be paid for his actual unpaid costs from such excess. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the County. The amount to be paid to the Contractor or to the County, as the case may be, shall be certified by the Project Manager, upon application, in the manner provided in Paragraph 9.4 and this obligation for payment shall survive the termination of the Contract.
ARTICLE 15
ADDITIONAL INSTRUCTIONS

15.1  SUBSTITUTION OF MATERIALS:

15.1.1  When a specific manufacturer, trade name or material is specified, or indicated, it is to establish a standard of quality and shall not be construed as limiting competition. If the Contractor desires to use material other than that specified, he shall request approval of such substitution, in writing, to the Project Manager. Requests for substitutions shall be in the hands of the Project Manager no later than thirty (30) calendar days after the Notice to Proceed.

15.1.2  Submittals for approval of substitute materials shall contain sufficient information, descriptive brochures, drawings, samples or other data as is necessary to provide direct comparison to the specified materials. Each submittal shall be well marked and identified as to types and kind of the items being submitted for approval, and will include the "Substitution Request" form exhibit attached to Section 01 25 13/ Product Substitution completely filled-out in accordance with the pertinent data found in Section 01 25 13. It is the sole responsibility of the Contractor to submit complete descriptive and technical information so the Project Manager can make proper appraisal. Lack of proper information will be sufficient cause for rejection. Reference to catalogs that the Architect may or may not have will not be acceptable.

15.1.3  The Architect's review for approval is for quality of visual appearance. It is the Contractor's responsibility to confirm and correlate all quantities and dimensions and coordinate with all trades whose work may be affected by the requested substitution.

15.1.4  Contractor is responsible for all costs incurred by County's agent(s) to perform any additional research to validate the proposed substitution's suitability for the Project and any additional construction costs and markups due to changes or additional impacts caused by said substitution on other elements or parts of Project.

15.2  REFERENCE TO STANDARDS:

15.2.1  Reference to known standards shall mean and intend the latest edition or amendment published prior to date of these Specifications, unless specifically indicated otherwise, and to such portions of it that relate and apply directly to the material or installation called for on the project.

15.2.2  Where material is specified solely by reference to standard specifications, the Contractor shall, if requested by the Project Manager, submit to the Project Manager for his approval, data on all such material proposed to be incorporated into the Work of the Contractor listing the name and address of the vendor, the manufacturer or producer, and the trade or brand names of such materials.

15.3  SPECIFICATIONS:

15.3.1  The Specifications are organized into Divisions, Sections, and Trade headings based on the Construction Specifications Institute's MasterFormat – 2004 Edition, 48 -

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Division format/numbering system. This organization shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of the Work to be performed by any trade. The Contractor shall be responsible for examining all sections of the Specifications for interrelated items of the Work, and for furnishing each item identified or specified.

15.3.2 No responsibility will be assumed by the County, Architect or the Project Manager for omissions or duplications by the Contractor in the completion of the Contract due to any alleged error in the arrangement of the material in these Specifications nor shall any such segregation of work and materials operate to make the Project Manager an arbiter in defining the limits to the agreements between the Contractor and his subcontractors or suppliers.

15.3.3 The misplacement, addition or omission of any letter, word or punctuation mark shall in no way damage the true spirit, intent or meaning of these Specifications.

15.3.4 The words "shown", "indicated", "noted", "scheduled" or words of that effect shall be understood to mean that reference is made to the Drawings accompanying these Specifications.

15.3.5 Where reference herein is made to colors or finishes "as selected", the reference is to the Project Manager with concurrence by the County.

15.4 APPROVED APPLICATORS:

15.4.1 Where specific instruction in these Specifications require that a particular product and/or materials be installed and/or applied by an "approved applicator" of the manufacturer, it shall be the Contractor's responsibility to insure that any subcontractors used for such work be approved applicators.

15.5 DELIVERY AND STORAGE OF MATERIALS:

15.5.1 Contractor shall deliver all manufactured materials in the original packages, containers or bundles (with the seals intact) bearing the name or identification mark of all manufacturers.

15.5.2 Contractor shall deliver fabrications in as large assemblies as practicable and where specified to be shop-primed or shop-finished; they shall be packaged or crated as required to preserve such priming or finish intact and free from abrasion.

15.5.3 Contractor shall store all materials in such manner as necessary to properly protect it from damage, as materials or equipment damage by handling, weather, dirt or from any other cause will not be acceptable.

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15.5.4 Contractor shall store materials so as to cause no obstructions which includes storing off sidewalks, roadways, and underground services. The Contractor shall be responsible for protecting all material and equipment furnished under the Contract.

15.6 WORKMANSHIP:

15.6.1 Where not more specifically described in any of the various Sections of these Specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction, or installation regularly furnished or required for completion (including any finish), and for successful operation as intended.

15.6.2 All work shall be executed by mechanics skilled in their respective lines of work.

15.6.3 When completed, all parts shall have been durably and substantially built and shall present a neat, workmanlike appearance.

15.7 FINAL GUARANTEE:

15.7.1 The Contractor shall be held responsible for, and must make good any defects through faulty, improper, or inferior workmanship or materials, arising or discovered in any part of his work or structure, piping and appurtenances, within one (1) year after the filing of the Notice of Completion. The Warranty Bond, furnished by the Contractor, shall cover such defects and protect the County against them.

15.7.2 Contractor guarantees that all materials and workmanship shall conform to the Contract Documents and agrees to replace, at his sole cost and expense, and in conformity with the Contract Documents, any defective material and any and all work defectively or improperly performed or installed within a period of one (1) year after final acceptance in accordance with paragraph 9.8 of the General Conditions. The Contractor shall, within a reasonable time, but in no case longer than fifteen (15) days after receipt of written notice thereof, commence to repair and/or replace any defect in materials or workmanship which may develop during said one-year period, and any damage to adjacent materials resulting from the repairing or replacing of such defects, at its own expense and without cost to County. In the event Contractor fails to remedy any such defect within a reasonable time, which shall not in any case be longer than thirty (30) days after receipt of such written notice (unless Contractor has commenced the repair and is diligently pursuing the repair to completion), County may proceed to have such defects remedied at Contractor's expense and Contractor shall pay the costs and charges incurred thereby. Neither acceptance nor payment nor any provision in these documents shall be deemed to be a waiver by County to relieve Contractor of any responsibility under this Contract.

15.8 HOURS OF WORK:

15.8.1 Eight (8) hours of labor shall constitute a legal day's work upon all work done hereunder, and it is expressly stipulated that no worker employed at any time by the Contractor, or by a subcontractor under this Contract, upon the work, shall be required or permitted to work thereon more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) calendar week, except as provided in Section 1810-1815 inclusive, of the Labor Code of the
State of California, all the provisions whereof are deemed to be incorporated herein as if fully set out; and it is further expressly stipulated that for each and every violation of said last named stipulation, said contractor shall forfeit, as a penalty to the County, twenty-five dollars ($25.00) for each worker employed by the Contractor in the execution of this Contract, for each calendar day during which said worker is required or permitted to labor more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of said section of the Labor Code.

15.8.2 The Contractor and each subcontractor shall also keep or cause to be kept, an accurate record showing the names and actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the work contemplated by this Agreement, which record shall be open at all reasonable hours to the inspection of the County or its officer or agents, and to the Division of Labor Law Enforcement of the Department of Industrial Relations, its deputies and agents.

15.8.3 Notwithstanding the above stipulations, pursuant to Section 1815 of the Labor Code, work performed by employees of contractors in excess of eight (8) hours per day and forty (40) hours during any one week shall be permitted upon the project upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1 1/2) times the basic rate of pay.

15.9 WAGE RATES:

15.9.1 Pursuant to Section 1770-1780 of the Labor Code of the State of California, the Director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages and rates for legal holidays and overtime in the locality in which this work is to be performed, for each craft or type of worker or mechanic needed to execute this contract. Said wage rates pursuant to Section 1773.2.

15.9.2 It shall be mandatory upon the Contractor, and upon any subcontractor under him to pay not less than the said specified rates to all laborers, worker, and mechanics employed by them in the execution of the Contract, and to pay all laborers, workers and mechanics not less often than once weekly. Contractor shall post a copy of the determination of prevailing wages at the job site. The Contractor shall require all subcontractors to comply with Sections 1770-1780 of the Labor Code of the State of California and shall insert into every subcontract the requirements contained therein.

15.9.3 It is hereby further agreed that the Contractor shall forfeit to the County, as a penalty, twenty-five dollars ($25.00) for each laborer, worker, or mechanic employed for each calendar day or portion thereof, who is paid less than the said stipulated rates for any work done under the Contract, by him or by any subcontractor under him. The difference between said stipulated rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than said stipulated rate shall be paid to each worker by the Contractor. The Contractor, and each subcontractor, shall keep or cause to be kept an accurate record showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by him or her in connection with the public work. The records shall be open at all reasonable hours to the inspection of the
County, to its officers and agents, and to the Division of Labor Law Enforcement of the State Department of Industrial Relations, its deputies and agents.

15.9.4 In case it becomes necessary for the Contractor or any subcontractor to employ on the work under this Contract any person in a trade or occupation (except executive, supervisory, administrative, clerical or other non-manual workers as such) for which no minimum wage rate is specified, the Contractor shall immediately notify the County who will promptly thereafter determine the prevailing rate for such additional trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

15.10 APPLICATION OF HIGHEST STANDARDS AND REQUIREMENTS:

15.10.1 Whenever two or more standards or requirements appear in these General Conditions or in any other part of the Contract Documents that form the Contract, the highest standard or requirement shall be applied and followed in the performance under this Contract.

15.11 NONDISCRIMINATION IN EMPLOYMENT:

15.11.1 Federal and State Laws prohibit discrimination in employment. The California Fair Employment Practices Act prohibits discrimination in employment on the basis of race, religion, color, sex, physical handicap, medical condition, marital status, age, national origin or ancestry, and applies to all employers, employment agencies and labor organizations.

15.11.2 Title VII of the Federal 1964 Civil Rights Act (42 U.S.C. Section 2000e - 2000e - 17) prohibits employment discrimination on the basis of race, color, sex, religion, or national origin, and applies to all employers that employ at least 15 workers during each working day in each of 20 or more calendars weeks in the current or preceding year.

15.11.3 In addition to these two laws of general application, there are other Federal and State laws that prohibit employment discrimination in particular cases.

15.11.4 The County of Solano is an Affirmative Action Employer and expects all of its contractors and suppliers to familiarize themselves with, and comply with, all applicable laws relating to employment discrimination.

15.11.5 To the extent required by law, the Contractor shall meet all requirements of law relating to the participation of minority, women, and disabled veteran business enterprise contracting goals, and shall comply with Public Contract Code § 10115 et seq. and all applicable regulations. Contractor further agrees that, when required, Contractor will ensure compliance by all subcontractors and will complete all forms required by all agencies exercising jurisdiction over the project.

15.12 APPRENTICES

15.12.1 Pursuant to Sections 1770-1780 of the Labor Code of the State of California, the Director of the Department of Industrial Relations has determined the general prevailing rate of
per diem wages in the locality for each craft or type of worker needed to execute the work. Said wage rates pursuant to Section 1773.2 of the Labor Code.

15.12.2 Pursuant to Section 1775 of the Labor Code of the State of California, nothing in this chapter shall prevent the employment of properly registered apprentices upon public works.

15.12.3 Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he is employed, and shall be employed only at the work of the craft or trade to which he/she is registered.

15.12.4 Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing at Section 3070), Division 3, of the Labor Code, are eligible to be employed on public works. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he/she is training.

15.13 PROVISIONS REQUIRED BY LAW DEEMED INSERTED

15.13.1 Every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted, and this contract shall be read and enforced as though it were included, and if through mistake or otherwise any provision is not inserted or is not correctly inserted, upon application of either party the contract shall be amended to make the insertion or correction.

15.14 DRUG FREE WORKPLACE CERTIFICATION

15.14.1 The Contractor shall comply with Government Code Section 8355 in matters relating to providing a drug-free workplace.

15.14.2 The Contractor shall publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code section 8355(a).

15.14.3 The Contractor shall establish a Drug-Free Awareness Program as required by Government Code section 8355(b), to inform employees about all of the following:

.a The dangers of drug abuse in the workplace,

.b The person’s organization’s policy in maintaining a drug-free workplace,

.c Any available counseling, rehabilitation and employee assistance programs,

.d Penalties that may be imposed upon employees for drug abuse violations.

15.14.4 Provide as required by Government Code 8355(c), that everyone who works on the
proposed contract:

.a Will receive a copy of the company’s drug-free policy statement, and

.b Will agree to abide by the terms of the company’s statement as a condition of employment on the contract.
SECTION 00 73 00 - SUPPLEMENTARY CONDITIONS

PART 1 – GENERAL

1.1 INSTRUCTIONS

A. Requirements included herein supplement Document 00 72 00/ GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION.

B. If any provision of this Section should conflict with any other provision of the Contract Documents, this section shall control.

1.2 ARTICLE 2 – ADMINISTRATION OF THE CONTRACT

PARAGRAPH - 2.2 THE PROJECT MANAGER

Add the following description to this paragraph to define the role of the Construction Manager and the interchangeable function and role with the Project Manager:

The term ‘Project Manager’ and ‘Construction Manager’ where used will mean the Solano County staff who coordinates and receives all communications from Contractors, and assists in the administration of the Contract.

1.3 ARTICLE 8 – TIME

PARAGRAPH 8.1 – DEFINITIONS

Add the following Subparagraph 8.1.5:

8.1.5 CONTRACT TIME: The Contractor shall substantially complete the Work of the Contract within **50 CALENDAR DAYS** from the NOTICE TO PROCEED.

8.1.9 Contractor shall achieve Final Completion of the project within thirty (30) calendar days of project Substantial Completion.

1.4 ARTICLE 8 – TIME

PARAGRAPH 8.3.4 – LIQUIDATED DAMAGES

REVISE the following Clauses to Subparagraph 8.3.4:

8.3.4.1 The Contractor shall pay the County the sum of $300.00 per calendar day for each every calendar day’s delay in meeting the calendar day completion of Substantial Completion and finishing the Work under this Contract beyond the stipulated Contract Time.
1.5 ARTICLE 8 – TIME

PARAGRAPH 8.3 – DELAYS AND EXTENSIONS OF TIME

Add the following Clauses to Subparagraph 8.3, C – Unseasonable Weather:

8.3, C.1 Unseasonable Weather:
If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.

8.3, C.2 A rain, windstorm, high water or other natural phenomenon of the specific locality of the work, which might reasonably have been anticipated from historical records of the general locality of the work, shall not be construed as abnormal. It is hereby agreed that rainfall greater than the following cannot be reasonably anticipated.

1. Daily rainfall equal to, or greater than, 1/10 of an inch, only when the number of such days in any given month exceeds the number of calendar days the parties agree is normal for the area as listed below:

<table>
<thead>
<tr>
<th>MONTH</th>
<th>Number of Calendar days (*)</th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
<td>5 days</td>
</tr>
<tr>
<td>February</td>
<td>6 days</td>
</tr>
<tr>
<td>March</td>
<td>8 days</td>
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<tr>
<td>April</td>
<td>1 day</td>
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<tr>
<td>May</td>
<td>4 day</td>
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<tr>
<td>June</td>
<td>2 days</td>
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<td>July</td>
<td>0 days</td>
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<tr>
<td>August</td>
<td>0 days</td>
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<tr>
<td>September</td>
<td>0 days</td>
</tr>
<tr>
<td>October</td>
<td>3 days</td>
</tr>
<tr>
<td>November</td>
<td>6 days</td>
</tr>
<tr>
<td>December</td>
<td>9 days</td>
</tr>
</tbody>
</table>

* Information gathered from National Weather Service/National Oceanic and Atmospheric Administration website from Travis Air Force Base, Fairfield, California.

2. Rainfall data shall be assumed to be the same as that measured at Travis Air Force Base. In the event the number of days lost to rain during any given month...
exceeds those anticipated above, it is agreed that the Contractor will only consider such days as a basis for a Claim for Additional Time if the Contractor can demonstrate that the rain impacted the Critical Path of the Approved project schedule.

3. Unused anticipated rain-days shall be realized as Float to the Project. If there are unused anticipated rain-days realized as Float, this would not reduce or modify the Substantial Completion date.

1.6 ARTICLE 4 – CONTRACTOR

Add the following Subparagraph, 4.19 MAINTAINING EXISTING UTILITIES to Article 4:

4.19.1 If the Contractor needs to interrupt power, telephone/data, sewer, gas or other required utilities (for any reason) to the existing County buildings at 2500,2500A,2450,2456,2458,2510,2520 Claybank Road, Fairfield, CA, the Contractor must provide, at Contractor's expense, a means to provide temporary power, telephone/data, sewer, gas or other required utilities while the original source is interrupted. The Contractor must notify the Project Manager (in writing) at least ten (10) working days before the utility interruption. Notification must include (by both diagram and written form) the plan for providing uninterrupted temporary power and the duration.

1.7 USE OF SITE

County buildings will be occupied by staff 24/7 and public visitors from Monday through Friday. Contractor shall have use of a staging area to be designated when work is initiated. Contractor shall not interfere or encroach on Streets, Fire Lanes, and/or main entry as well as its emergency exit-ways while work is ongoing. Contractor shall take all precautions necessary to preserve and maintain health and safety and to keep pedestrian and vehicular passageways clear at all times.

1.8 USE OF UTILITIES

The Contractor, at County’s expense, may utilize the building’s utility service (power, gas, water) for the performance of the Work. The Contractor will not abuse this privilege and will exercise appropriate conservation measures. The Contractor shall provide temporary toilet facilities for its staff/workers. Damaged receptacles, fixtures, equipment, etc. from use of existing utility service will be replaced or repaired at the expense of the Contractor. Power consumption shall not disrupt the both buildings/facility need for continuous service. Ensure use of existing outlets and panels does not interfere with use and function of the County buildings (telephone, data, computer, power, etc…).
1.9 TEMPORARY FENCING AND SITE SECURITY

The Contractor is responsible for providing temporary fencing around the perimeter of the staging area. The Contractor must maintain continuity of fencing at all times. Project Manager must review layout of fencing. The Contractor is responsible for the security of all items within the temporary fencing perimeter.
SECTION 01 11 00 - SUMMARY OF WORK

PART 1 - GENERAL

1.01 WORK INCLUDED

A. Work required to be performed by the Contractor:

CLAYBANK CAMPUS PERIMETER SECURITY FENCE REPLACEMENT PROJECT
2500 Claybank Road, Fairfield, CA

In conformity with the Drawings and Specifications, the Agreement Between Owner and Contractor, including the General and Supplementary Conditions and other Division 1 Specification Sections, hereinafter identified as applied to this Project; including furnishing all material, labor, tools, equipment and services necessary therefore and incidental thereto, complete and available for intended use.

1.02 PROJECT DESCRIPTION

A. The project will remove and replace existing chain link perimeter fence with new 10 ft high chain link with 2ft razor wire and three strands of barbed wire above. New swing gates will be installed. Select trees will be removed and trimmed.

All work in accordance with the bid/contract documents.

The Work will be constructed under a single prime contract.

1.03 LOCATION OF SITE

A. The site of the work is on County property located at 2500 Claybank Road in the City of Fairfield, Solano County, California.

1.04 SPECIFICATIONS

A. The Specifications are those documents bound in the Project Manual and enumerated in the Table of Contents. The General Conditions of the Contract for Construction, Supplementary Conditions, and Division 1 General Requirements of the Specifications apply to all Work under this Contract.
1.05 DRAWINGS

A. The Drawings consist of Drawing Sheets listed on Sht. G001. The printed documents for the Project take precedence over any furnished electronic versions. Although the electronic versions are believed to be accurate, they should be verified for accuracy and completeness, prior to use.

1.06 INTERRUPTION OF SERVICES

A. Contractor shall make provisions to accomplish the work of this Contract without interference with building operations. Interruptions to services for the purpose of making or breaking connection shall be made only after consultation with the County a minimum of ten working days in advance of connection break, and shall be at such time and of such duration as may be directed. Replacement of new systems, equipment, and/or cut-overs of new utilities or systems may occur on a weekend or after business work hours at no additional cost to the County.

B. In addition, water, electrical, mechanical and telephone/data lines disconnected for Work of this Contract shall not remain disconnected for more than 4 hours. If these utilities cannot be restored within the 4-hour period. Contractor shall provide temporary utility service to restore required utility at Contractor’s expense.

1.07 SEQUENCE OF CONSTRUCTION OPERATIONS

A. The Work will be conducted according to the Contractor’s Construction Schedule accepted by the County.

B. Before starting construction operations, Contractor shall confer with the County to review sequence of construction operations. Contractor to sequence work where property remains secured at all times.

C. Sequence the Work on-site in a manner to allow buildings to continue operation without interruption during construction. The County does not dictate the “means and methods”, however the project is to be completed while the building is occupied by staff and public visitors. During this time the building is to remain operational at all hours of the day. All work associated with the project is to be completed without interruption of ongoing building operations. Communication and coordination of staff in order to access areas of replacement shall be an essential part of the contractor’s project scheduled.

1.08 HOURS OF WORK

A. Contractor shall perform Work of this Contract on normal workdays and within normal work hours; 7:00 a.m. to 5:00 p.m. unless otherwise noted under 1.11 CONTRACTOR USE OF PREMISES of this specification section. After hours work and work on Saturdays, Sundays and holidays may be permitted if approval
is received from the County at least 5 working days in advance.

1.09 SITE CONDITIONS AND REQUIREMENTS

A. Contractor shall keep drainage facilities, walks, fire lanes, and paved areas clean and free of mud and dirt, obstacles, etc. so that normal drainage and pedestrian and vehicular travel may be maintained.

B. Do not use landscaped area(s) for work operations or storage.

1.10 WORK UNDER OTHER CONTRACTS

A. Coordination with other contractors will be handled through the Project Manager. The Contractor will participate in all coordination meetings between contractors and will work cooperatively to accommodate the needs of other contractors without increasing the costs to the County. The Project Manager will set up said meetings and the amount of meetings will be at the discretion of the Project Manager.

1.11 CONTRACTOR USE OF PREMISES

A. General: During the construction period the Contractor shall have use of the designated Project area for construction and operations. The Contractor's use of the premises is limited by the County's right to occupy the buildings during the performance of construction operations with its own forces or to employ separate contractors on portions of the Project.

1. Confine operations to areas within Contract limits indicated including staging area and parking zone. Portions of the site beyond areas in which construction operations are indicated are not to be disturbed.

2. Keep driveways, fire lanes, and entrances serving the premises clear and available to the County and the public at all times, including the off-site roadway that leads to the Project site. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.

3. Repair and replace damaged existing construction to remain such as, interior finishes, doors and windows, cabinetry and casework, curbs, parking lot paving, roadways, site vegetation and utilities.

B. Project Completion Requirements:

1. Before final acceptance, inspect, test and adjust performance of every system or facility of the Work to ensure that overall performance is in compliance with the contract documents.
2. No later than 11 months after the date of Final Acceptance, and after County occupancy and use of the Project, return and again inspect, test and adjust the work. Measure performance relative to terms of the acceptance test performed at the end of the job and demonstrate and record compliance. See Document 00 72 00, General Conditions of the Contract for Construction, for details and more information.

3. At eleven (11) months after the date of Final Acceptance, and after County occupancy and use of the Project, return and again inspect, test and adjust the work. Measure performance relative to terms of the acceptance test performed at the end of the job and demonstrate and record compliance.

4. Submit a report of results to the County Project Manager.

5. Instruct the County's operating personnel on operational requirements needed to maintain compliance.

1.12 SECURITY PROCEDURES

A. Contractor shall cooperate to County authorities and shall observe and comply with all procedures presently in force on the Claybank Adult Detention Campus grounds. Refer to Section 013553 Project Security Procedures.

B. After award of Contract, there will be a project start meeting prior to or shortly after issuance of the Notice To Proceed, at which time security regulations will be reviewed with Contractor, Sub Contractor and other parties who have an interest due to performing work on the Project.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)
SECTION 01 22 00 - UNIT PRICES

1. GENERAL

   RELATED DOCUMENTS
   a. Drawings and general provisions of the Contract, including General and Supplemental Conditions and other Division 01 Specifications Sections, apply to this Section.

2. SUMMARY
   a. Section includes administrative and procedural requirements for unit prices.
   b. Related Requirements:
      i. Section 012600 "Contract Modification Procedures" for procedures for submitting and handling Change Orders.

3. DEFINITIONS
   a. Unit price is an amount proposed by bidders, stated on the Bid Form, as a price per unit of measurement for materials, equipment, or services, or a portion of the work, added to or deducted from the Contract Sum by appropriate modification, if the scope of work or estimated quantities of Work required by the Contract Documents are increased or decreased.

4. PROCEDURES
   a. Unit prices include all necessary material, plus cost for delivery, installation, programming, insurance, applicable licenses and taxes, overhead, profit, and general conditions.
   b. Measurement and Payment: Refer to individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
   c. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.
   d. List of Unit Prices: Specification Sections referenced in the schedule contain requirements for materials described under each unit price. See Art. 6.a-d.
5. PRODUCTS (Not Used)

6. SCHEDULE OF UNIT PRICES

a. Unit Price 1: New 10ft high Chainlink Fence with 2 ft razor wire and 3 strands of barbed wire. See Detail 1/C400 and Specification Section 323100 Chainlink Fences and Gates.

b. Unit Price 2: Removal and disposal of existing 6ft chainlink fence with barbed wire including footing.

c. Unit Price 3: New 3'-6”x8’ chainlink pedestrian swing gate with padlock hasp. See Detail 3/C400 and Specification Section 323100 Chainlink Fences and Gates.

d. Unit Price 4: New 2-6’x10’ chainlink vehicle double swing gate with padlock hasp per Detail 4/C400 and Specification Section 323100 Chainlink Fences and Gates.
SECTION 01 25 13 - PRODUCT SUBSTITUTIONS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

1.02 SUMMARY

A. This Section specifies administrative and procedural requirements for handling requests for substitutions made after award of the Contract.

B. The Schedule of Submittals is included under Section 013300, "Submittal Procedures."

C. Standards: Refer to Section 014200 "Definitions and Standards" for applicability of industry standards to products specified.

D. Procedural requirements governing the Contractor's selection of products and product options are included under Section 016000 "Materials and Equipment."

1.03 DEFINITIONS

A. Definitions used in this Article are not intended to change or modify the meaning of other terms used in the Contract Documents.

B. Substitutions: Requests for changes in products, materials, equipment, and methods of construction required by Contract Documents proposed by the Contractor after award of the Contract are considered requests for "substitutions." The following are not considered substitutions:

1. Substitutions requested by Bidders during the bidding period, and accepted prior to award of Contract, are considered as included in the Contract Documents and are not subject to requirements specified in this Section for substitutions.

2. Revisions to Contract Documents requested by the County.


4. The Contractor's determination of and compliance with governing regulations and orders issued by governing authorities.
1.04 SUBSTITUTION PROCEDURE

A. Substitute Products: When the naming of one or more products is followed by "or accepted equal," a substitute product may be offered for consideration. A substitute product is a product other than those specified.

B. Product substitution requests shall be submitted and in the hands of the Project Manager for approval no later than 30 calendar days from the date of notice to proceed. Any substitution requests submitted after the allocated time may not be accepted.

C. If a substitution is being proposed, submit drawings, specifications, tests, performance data, and other pertinent information required to substantiate the equality of each substitute product.

D. After the designated substitution period other products may be proposed only if a product indicated or specified can be proved to have subsequently become unavailable.

E. Whenever a product is identified in the Contract Documents by reference to manufacturer's name, trade name, catalog number, or the like, it is so identified for the purpose of establishing a standard, and products of other manufacturers may be equally acceptable, provided the proposed products are, in the opinion of the Project Manager/Architect, of equal quality, utility, and appearance.

F. In requesting acceptance of a product other than that identified in the Contract Documents, the Contractor represents that he/she:

1. Has investigated the proposed product and determined that it is equal to or superior in all respects to that indicated or specified.

2. Will furnish the same guarantees/warranties or bonds for the proposed product as for the product indicated or specified.

3. Will coordinate the installation of the proposed product into the Work, and make such other changes as required to make the Work complete and in compliance with the Contract Documents and applicable regulatory requirements at no additional cost to the County.

4. Waives claims for additional costs and time associated with the proposed product that may subsequently become apparent.

5. Agrees to pay the Project Manager/Architect for costs of reviewing the proposed substitute product, as specified hereinafter.

G. Request for acceptance of a product other than that indicated or specified in the Contract Documents shall be submitted to the Project Manager/Architect on a "Substitution Request Form", provided at the end of this section, and
accompanied by sufficient information to enable proper evaluation to be made. Only one product may be proposed for a product identified in the Contract Documents. Submit with request:

1. Complete technical data, including drawings, performance specifications, cost data, samples, and test reports of the product proposed. Submit additional information, if required by the Project Manager/Architect.

2. A detailed comparison of significant qualities of the proposed substitution with those of the Work specified. Significant qualities may include elements such as size, weight, durability, performance and visual effect.

3. Data similar to that specified for the item for which the product is proposed.

4. Complete breakdown of costs indicating the amount to be deducted from the Contract Sum if the proposed product is accepted.

5. Signed statement that the proposed product is in full compliance with the Contract Documents and applicable regulatory requirements.

6. List of other Work, if any, which may be affected by the proposed product. Be responsible for the effect of a proposed product upon related Work in the Project, and pay the additional costs generated by the product if it is accepted, including the cost of the Project Manager/Architect’s additional services associated therewith.

7. Information on availability of maintenance service, and source of replacement materials.

8. Sample of manufacturer’s standard form of guarantee or warranty for proposed product.

9. A statement indicating the substitution’s effect on the Contractor's Construction Schedule compared to the schedule without approval of the substitution. Indicate the effect of the proposed substitution on overall Contract Time.

10. Certification by the Contractor that the substitution proposed is equal-to or better in every significant respect to that required by the Contract Documents, and that it will perform adequately in the application indicated. Include the Contractor’s waiver of rights to additional payment or time that may subsequently become necessary because of the failure of the substitution to perform adequately.

H. The Project Manager/Architect will review requests for proposed products with reasonable promptness and notify the Contractor, in writing, of his decision to accept or reject such products.
I. The Project Manager/Architect at his sole discretion will determine the acceptability of proposed products, and his determination shall be final.

J. Project Manager/Architect's Action: No consideration will be given to a substitute product unless, in the Project Manager/Architect's judgment, it complies with the following conditions.

1. It is equal in quality and serviceability.
2. Its use does not entail changes in details or related construction.
3. It is acceptable in regards to design and artistic effect.
4. There is cost, time, or both, advantage to County.

The cost of reviewing such proposed products by the Project Manager/Architect or his consultants, or the County's consultants, or consultant fees necessary to accommodate the substitution into the Work, shall be processed as a deductive

5. Change Order in accordance with the GENERAL CONDITIONS and SUPPLEMENTARY CONDITIONS.

K. Notification: Written notification of decision will be given within a reasonable time after receiving the required technical data. Acceptable substitutions will be processed as Change Orders.

L. Acceptance of a product shall not relieve the Contractor from responsibility for the proper execution of the Work and any other requirements of the Contract Documents.

M. If a proposed product is not accepted, use the product originally specified or indicated.

N. No products other than those indicated or specified in the Contract Documents shall be purchased or incorporated in the Work without the Architect's prior written acceptance.

PART 2 – PRODUCTS  (Not Applicable)

PART 3 - EXECUTION  (Not Applicable)

END OF SECTION

SUBSTIUTION REQUEST FORM FOLLOWS
**SUBSTITUTION REQUEST FORM**

TO: ____________________________

PROJECT: Claybank Campus Perimeter Security Fence Project, Fairfield, CA.

We hereby submit for your consideration the following product instead of the specified item for the above Project:

Proposed Substitution: ______________________________________________________

<table>
<thead>
<tr>
<th>Section</th>
<th>Paragraph</th>
<th>Specified Item</th>
</tr>
</thead>
</table>

Attach complete technical data, including laboratory tests, if applicable.
Include complete information on changes to Drawings and Specifications which proposed substitution will require for its proper installation.

Fill in Blanks Below:

A. Does the substitution affect dimensions shown on Drawings? Yes____No____. If yes, clearly indicate changes.

B. What effect does substitution have on other trades? _____________________________________________________________

C. What effect does substitution have on construction schedule? ______________________________________________________

D. Differences between proposed substitution and specified item? ______________________________________________________

E. Manufacturer’s warranty/guarantees of the proposed and specified items are: ____________________________

   ______ Same   ______ Different (explain on attachment)

The undersigned certifies that the function, appearance and quality are equivalent or superior to the specified item. The undersigned also certifies that all costs caused by or resulting from the requested substitution including, but not limited to, additional design work, construction changes and review time will be paid by the firm requesting the substitution.

Submitted by:
For Use by Project Manager/Architect

Signature ____________________________  ____Accepted _____Accepted As Noted

Firm ________________________________  ____Not Accepted___Received Too Late

Address ______________________________  By ________________________________

By ________________________________  By ________________________________

By ________________________________  Remarks ______________________________

Telephone ______________________________

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Product Substitutions 01 25 13 - 5
Project Manual - Bid Set
SECTION 01 26 00 - CONTRACT MODIFICATIONS PROCEDURES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including Document 00 72 00/General Conditions of the Contract for Construction and Document 00 73 00/Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

a. Refer to General Conditions, Article 12 for additional provisions regarding changes in the work. If any provision in this Section 01 26 00 should conflict with any provision in Article 12, this Section shall control.

1.02 NO CHANGES WITHOUT CONSENT; PERFORMING WORK ORDERED

A. No extra Work shall be performed, and no change shall be made, except pursuant to a written Change Order, Work Authorization, or Field Order from the County stating that the extra Work or change is authorized, and no claim for any addition to the Contract Price or Time for Completion shall be valid unless ordered. However, nothing in this Section shall excuse the Contractor from diligently proceeding and fully completing the Project.

1.03 CHANGE ORDERS AUTHORIZED; PROCEDURE

A. Authorization

1. Change Orders Authorized. Subject to legal requirements relating to competitive bidding, the County may require changes in, additions to, or deletions from the scope of the Work to be performed or the materials to be furnished pursuant to the Contract Documents.

The County may, at any time, without notice to the sureties, by written order designated or indicated to be a Change Order, make any change or modification in the Work, or add to the Work within the general scope of the Contract, including, but not limited to changes:

a. In the Specifications or Drawings;

b. In the sequence, method or manner of performance of the Work;

c. In the County-furnished facilities, equipment, materials, service, or site.
2. County Directed Changes Requiring an Increase in Contract Sum. If the change in or addition to the work will result in an increase in the Contract Sum, the County shall have the right to require the performance thereof on a Lump Sum basis or a Time and Material basis, all as hereinafter more particularly described. The right of the County as aforesaid shall apply with respect to each Change in the Work.

B. Methods of Calculation. Adjustments, if any, to the Contract Price by reason of any such change, addition or deletion, shall be determined by one or more of the following methods, at the County's sole discretion. The Contractor shall provide sufficient substantiating data to allow the County to evaluate the Contractor's request for a Change Order.

1. By a lump sum proposal by the Contractor accepted or amended by formal action by the County; and/or

2. By time and materials charges, limited to the "Actual Cost" to perform the Work, as defined by Paragraph D of this Article, plus overhead and profit as allowed by Paragraph C of this Section.

3. UNIT PRICING: Refer to Specification Section 01 22 00 – Unit Prices for methods of determining cost for increases and decreases of work as per predetermined unit pricing.

C. Overhead/Profit and Allowable Time Limitations on Change Orders. If the County elects to have the Change in the Work performed on a Lump Sum basis, its election shall be based on a lump sum proposal, which shall be submitted by the Contractor to the Project Manager within ten (10) days of the Contractor's receipt of a request. The County reserves the right to request the Contractor to adjust the price of the change order if the County disagrees with the Contractor's quoted price. The County's request for a lump sum proposal shall not be deemed an election by the County to have the change in the Work performed on a lump sum basis. The Contractor's and the Contractor's subcontractor's' proposal shall be itemized and segregated by labor and materials for the various components of the change in, or addition to, the Work (no aggregate labor total will be acceptable) and shall be accompanied by signed proposals of any subcontractors who will perform any portion of the change in, or addition to, the Work and of any persons who will furnish materials or equipment for incorporation therein. The proposal shall also include the Contractor's estimate of the time required to perform said changes or additional work.

The portion of the proposal relating to labor, whether by the Contractor's forces or the forces of any of its subcontractors, may include reasonable anticipated costs of job site labor, including foremen, who will be directly involved in the change in the Work, for such time as they will be so involved. The Contractor's
cost for Project Managers, Project Architects, Superintendents, Clerical, and like personnel are considered as contained in overhead.

1. The Contractor's proposal for additional Work shall include by itemized breakdown for Work done by Contractor's own forces and including subcontractors with sub-subcontractors' itemized breakdowns:

   a. Cost of labor, including: hourly base wage's, Social Security taxes, Federal or State unemployment taxes, worker's compensation insurance, and fringe benefits required by collective bargaining agreements effective for the Contractor or subcontractor.

   b. Cost of materials and equipment or furnishings which will be incorporated into the permanent Work, including manufacturers or supplier's cost, sales taxes, and cost of delivery.

   c. Construction equipment costs (not small tools) for time of use required at Contractor's or Subcontractor's unit rates or at discounted local published rates, whichever is less.

   d. General Conditions, General Requirements, supervision, overhead (excluding small tools) and profit applied to items number a, b, and c above for:

      (1) Work done by Contractor's own forces; not including bond and insurance premiums, fifteen percent (15%) for work valued under $5,000.00;

      (2) Work done by Contractor's own forces, not including bond and insurance premiums, ten percent (10%) for work valued at $5,000.00 or greater;

      (3) Work done by subcontractors, all tiers, including bond and insurance premiums, if any, shall not exceed a cumulative total of ten percent (10%);

      (4) General Conditions, General Requirements, Supervision, Overhead and Profit for Contractor on Subcontractor's work, five percent (5%);

      (5) Under no circumstance will the total allowable mark up for General Conditions, General Requirements, supervision, overhead (excluding, small tools) and profit, exceed a cumulative total fifteen percent (15%), including markups for all parties involved in a change.
e. Contractor's Performance and Payment Bond premiums, one percent (1%).

2. In the event that the Contractor fails to submit his proposal within the designated period, the County may order the Contractor to proceed with the Change or Addition to the Work and the Contractor shall so proceed. The County shall unilaterally determine the reasonable cost and time to perform the Work in question, which determination shall be final and binding upon the Contractor. In no event shall the Contractor allow an unresolved change order to hamper the progress of the work.

3. In the event that the parties are unable to agree as to the reasonable cost and time to perform the change in, or addition to, the work based upon the Contractor's Proposal, and the County does not elect to have the Change in the Work performed on a Time and Materials basis, the County shall make a unilateral determination of the reasonable cost and time to perform the change in the Work, based on their own estimates, the Contractor's submission, or a combination thereof. A Change Order shall be issued for the amounts of cost and time determined by the County and shall become binding upon the Contractor unless the Contractor submits his protest in writing to the County within thirty (30) days of the issuance of the Change Order. County has the right to direct in writing the Contractor to perform the change in the Work, which is the subject of such Change Order. Failure of the parties to reach agreement regarding the cost and time of performing the change in the Work and/or any pending protest shall not relieve the Contractor from performing the change in the Work promptly and expeditiously.

4. If the County elects to have the change in the Work performed on a Time and Materials basis, the same shall be performed, whether by the Contractor's forces or the forces of any of its subcontractor or sub-subcontractors, at actual cost to entity performing the change in Work, without any charge for administration, clerical expense, supervision, or superintendence of any nature whatsoever, or the cost, use or rental of tools or plant. The cost of a Change Order on a Time and Materials basis shall be evaluated according to Paragraph 1.03.C. The Contractor shall submit to the County daily Time and Material tickets, to include the identification number assigned to the change in Work, the location and description of the change in the Work, the classification of labor employed with names and Social Security numbers, the materials used, the equipment rented (not tools) and such other evidence of cost as the County may require. The County may require authentication of all Time and Material tickets and invoices by persons designated by the County for such purpose. The failure of the Contractor to secure any required authentication shall, if the County elects to treat it as such, constitute a waiver by the Contractor of any claim for the cost of that portion of the change in the Work covered by a non-authenticated ticket or invoice;
provided, however, that the authentication of any such ticket or invoice by the County shall not constitute an acknowledgment by the County that the items were reasonably required for the change in the Work.

5. No costs for General Conditions, General Requirements, supervision, overhead, and profit will be paid by the County on account of a change in the work except as specifically provided in Paragraph 1.03.C. and shall be deemed to include all costs and expenses which the Contractor or any of its subcontractors may incur in the performance of a change in the Work and which are not otherwise specifically recoverable by them pursuant to Paragraph 1.03.

D. "Actual Costs" Defined. The actual cost to perform the Work for purposes of this Section is limited to the applicable labor rates, including Contractor's contributions directly attributable to the Work authorized; and the material man's or supplier's invoice amount for all material and equipment actually used to accomplish the work authorized. All other direct and indirect costs, all costs attributable to the time needed to perform the Work ordered by such Change Orders, and all profit associated with such Work shall be included in the maximum overhead and profit amounts stated hereinabove.

E. Audit and Verification. With respect to any change in the Work resulting in a change in the Contract Sum, the Contractor shall afford and shall require its subcontractors to afford access to the County at all reasonable times to any books, correspondence, instructions, receipts, vouchers, memoranda, and records of any kind relating thereto, all of which shall be maintained by the appropriate parties for a period of at least three (3) years from and after the date the County makes payment on account of such change in work. The Contractor authorizes the County and shall require its subcontractors to authorize the County to check directly with any suppliers of labor and material with respect to, and to obtain, sworn statements and waivers of lien, if the County so elects.

F. Changes Requiring a Decrease in Contract Sum. If the change in the Work will result in a decrease in the Contract Sum, the County shall require a quotation by the Contractor of the amount of such decrease for use in preparing a Change Order. The Contractor's quotation shall be forwarded to the County within ten (10) days of the Project Manager's request and, if acceptable to the Project Manager, shall be incorporated in the Change Order. Contractor's quotation shall include all direct costs associated with the decreased scope of work, plus a reasonable dollar amount for overhead. If not acceptable, the parties shall make every reasonable effort to agree as to the amount of such decrease, which may be based on a Lump Sum, properly itemized basis in accordance with Subparagraph 1.03.C.

If the Project Manager and the Contractor are unable to agree on the amount of such decrease, the decrease shall be the total estimated reduction in actual cost.
of the Work, as determined by the Project Manager in his/her reasonable judgment and the Contractor shall be bound to credit this amount to the County.

G. Periodic Change Orders. The Project Manager is authorized to cumulate Work Authorizations and process periodic Change Orders including additions and deletions, and to develop procedures providing the methods’ for such processing in addition to and consistent with those set forth in herein.

1.04 WORK AUTHORIZATIONS; PROCEDURE

A. Work Authorizations Authorized. The County or designee is authorized to issue Work Authorizations instructing the Contractor to proceed with extra Work.

B. Quotation by Contractor. Other than in extraordinary circumstances, as described below, before a Work Authorization is issued, the Contractor shall submit a quotation setting forth an estimated cost of the Work to be performed with sufficient substantiating data to allow the County to evaluate the quotation, and an estimate of the time necessary to perform the Work. If requested by the Project Manager, the Contractor shall provide additional data to support the quotation. The Contractor shall acknowledge the quotation as binding.

C. Request for Price Adjustment. After the extra Work specified on the Work Authorization is completed, the Contractor may submit a request for a Contract Price Change Order due to the Work Authorization. The request shall be supported with substantiating data to show the actual costs to perform the Work and the overhead and profit being requested, as defined in Sections 1.03.C. and 1.03.D. The maximum price adjustment claimed shall not exceed ONE HUNDRED AND TEN PERCENT (110%) of the approved quotation.

D. Request for Time Adjustment. If the Contractor claims that the Work Authorization has delayed the construction completion time, he shall verify‘ the claimed delay by demonstrating with reference to the approved Project Progress Schedule that the Work Authorization in fact caused a delay in the overall completion date of the Project. Upon such demonstration; the’ Project Manager shall process a request for a Contract Time extension Change Order pursuant to Specification Section 007200, Article 8.

E. Accumulation of Work Authorizations. At the Project Manager’s sole discretion, the Contractor’s claims for Change Orders arising from several Work Authorizations may be accumulated into periodic Change Orders adjusting Contract Price, Time, or both, separately or in one Change Order. Such periodic Change Orders shall include deductions for changes which constitute Deductive change Orders as defined in Section 1.03.F., during the time period being considered in the periodic Change Order.

F. Immediate Work Authorizations. In the event extraordinary circumstances arise which require extra Work to be authorized before the Contractor, the County or
designee prepares a quotation may issue an immediate Work Authorization without such quotation. Such Work Authorization shall include a maximum authorized sum over which no price adjustment will be authorized. The determination as to whether circumstances as described above exist is discretionary with the County. Such Work Authorizations otherwise shall be processed as specified in this Section.

1.05 FIELD ORDERS; PROCEDURES

A. Field Orders Authorized. The Project Manager may issue Field Orders instructing the Contractor to proceed with Work differing from that shown in the Contract Documents, and which changes the Scope of the Work, by adding or deleting Work, by instructing Work to be located differently than shown on the Contract Drawings, or making other minor changes which the Project Manager determines are in the County’s best interests.

B. No Price or Time Adjustment Authorized. Field Orders are not authorized to change the Contract Price or Time, or to bind the County to the payment of any sum to the Contractor.

C. No Cost Adjustments Required. If the change ordered in the Field Order will neither delete nor add costs to the Project, the Field Order shall so note. If the Contractor contends that extra work is required, Section 1.03 shall apply.

D. Cost Adjustments Required: If the change ordered in the Field Order will either delete or add costs to the Project, the Field Order shall instruct the Contractor to submit its quotation. Thereafter, Section 1.02 or Section 1.03, as specified by the Project Manager, shall apply.

E. Proceeding Before Decision. If the Contractor proceeds with Work noted on a Field Order without notifying the Project Manager of its claims that the Work is extra work, the Contractor shall have waived its right to request an adjustment to the Contract Price and/or Time. Such notification must be made prior to commencing any of the work noted on the Field Order.

1.06 EXTRA WORK REQUESTS; PROCEDURE

If the Contractor claims that any Clarification, Field Order, or other instruction issued by the County requires Work beyond the Scope of the Agreement for Construction, the following provisions shall apply.

A. Notice to Project Manager. Within ten (10) calendar days, the Contractor shall notify the Project Manager of its request, and submit a quotation for the requested costs, pursuant to Section 1.03.C. The Contractor shall submit additional information requested by the Project Manager to decide the request.
B. Action by Project Manager. The Project Manager shall review the Contractor's submittals and either recommended for approval or deny Contractor's request. If the request is approved, the Project Manager may process either a Change Order or Work authorization, pursuant to this Section. If the request is denied, the Project Manager shall so advise the Contractor. Thereafter, the Contractor shall proceed with the Work in issue. The Project Manager shall issue his/her decision within twenty-one (21) days of receipt of a complete submittal from the Contractor. The Project Manager shall recommend final action to the County and the County's decision shall be binding on the Contractor.

C. Time. If the request is approved, the time during which the request was being considered shall be included in the time allocation for the Work Authorization adjusting the request, and Article 1.03 shall apply thereto; if the request is adjusted by Change Order, any Time extension authorized thereby shall include the Time during which the request was pending. If the request is denied, no Time adjustment shall be authorized.

D. Effect of Proceeding. If the Contractor proceeds with the Work without notifying the Project Manager pursuant to Paragraph A, or before a decision pursuant to Paragraph B, any claim for a Contract Price and/or Time adjustment shall be waived.

E. Scheduling. The Contractor is responsible to schedule the Work and submit extra-work requests so the time required for decision, as specified in Paragraph B, does not delay the Work in general.

F. Contractor Notice of Change. If the Contractor asserts that any event or occurrence has caused a change in, or addition to, the Work which change causes an increase or decrease in the Contractor's cost or the time required for the performance of any part of the Work under the contract, the Contractor shall, within ten (10) days of such event, give the County written notice as herein required. Said notice shall include the instructions or circumstances that are the basis of the change and the Contractor's best estimate of the cost and time involved.

1. If the Contractor intends to assert a claim under this Section, he/she must, within. Ten (10) days after receipt of a written Change Order above or the furnishing of a written notice under Paragraph 1.06.F. submit to the Project Manager a written statement setting forth the specific nature and cost of such claim, unless this period is extended by the Project Manager. The statement of claim may be included in the notice under Paragraph 1.06.F. above. Failure to submit such written notice within the specified time frame shall be deemed a waiver of the claim. The statement of claim shall include all direct, indirect and impact costs associated with the change, as well as the Contractor's estimate of the schedule impact of the change, if any.
2. If the parties are unable to agree to the reasonable cost and time to perform the Change, or are unable to agree as to whether a change occurred, the County shall make unilateral determination as described in Sub subparagraph 1.03.C.2. The Contractor shall proceed pursuant to the provisions of that Section.

1.07 CHANGE ORDERS REGARDING TIME FOR COMPLETION

Any time extension authorized by the County pursuant to Specification Section 007200 Article 8, herein shall be set forth in a Change Order issued by the Project Capital Projects Division Manager and County Administrative Officer or the Board of Supervisors.

1.08 CHANGE ORDERS DUE TO UNAVAILABLE MATERIALS

In the event that the Contractor demonstrates good cause for a delay in the Contract Time due to the unavailability of materials, the County, in its sole discretion, may either grant a Contract time extension, or utilize this Section.

In the event that the Project is unable to be completed due to unavailable materials, and if the Project is completed otherwise, the Contractor may request to delete the portion of the Project not yet completed from the Agreement for Construction, thereby allowing a Notice of Completion to be filed on the remainder of the Project. The County shall approve no such Change Order unless the Contractor accompanies his request with an offer to perform the Work so deleted for a price not to exceed the value of the Work deleted by such Change Order, such Work to be commenced upon delivery of the materials, and diligently prosecuted to completion.

In the event the County elects to accept the Contractor's offer, Work done pursuant thereto shall not be construed as Work done on the Project, nor shall such Work be construed as affecting, in any way, the legal significance of the Notice of Completion filed on the Project. The application of this Section is limited as follows:

A. No Change Order shall be issued pursuant to this Section until the Contractor has submitted all documents required for final payment.

B. This Section shall apply only to Work, the completion of which is precluded due to unavailable materials.

C. Utilization of this Section lies solely within the discretion of the County, and such discretion hereby is delegated to the Project Manager.

1.09 EFFECT OF CONTRACTOR'S ACCEPTANCE OF CHANGE ORDER

By accepting a Change Order, Contractor agrees to the changes, if any, in the Contract Price specified for each item and to the specified Extension of time allowed, if any, for completion of the entire Work on account of such Change Order, and agrees to furnish...
all labor and materials and perform all Work necessary to complete all additional Work for the price adjustment and within the time specified. Contractor shall make no additional claim for adjustment to the Contract Price or time, nor, for additional costs or damages, on account of the work referenced in such Change Order.

A Change Order duly issued by the County and accepted by the Contractor shall constitute a complete accord and satisfaction as to the work, Contract Price, and Contract Time changed thereby. Contractor shall defend and indemnify the County, its officers, employees, agents and consultants, if any Subcontractor asserts any claim against the County due to a duly issued and accepted Change Order.

1.10 EFFECT ON SURETIES

All changes authorized by the Contract Documents may be made without notice to, or consent of, the sureties on the Performance and Payment bonds, and shall not reduce their liability on the bonds.

The County reserves the right to require additional Performance or Payment bonds to secure a Change Order. In this event, the Change Order shall be increased by the actual cost of the bond premium for the additional bond amounts if any.

1.11 GENERAL PROVISIONS RELATED TO CHANGES

The Contractor shall not be entitled to any amount for indirect costs, damages, or expenses of any nature, including, but not limited to, so-called "impact" or "cumulative" costs, labor inefficiency, wage, material or other escalations beyond the prices upon which the proposal is based and to which the parties have agreed, and which the Contractor, its subcontractors or sub-subcontractors or any other person may incur as a result of delay, interferences, suspensions, changes in sequence or the like, for whatever cause, whether reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable, arising from the performance of any and all changes in the Work performed. It is understood and agreed that the Contractor's sole and exclusive remedy in such event shall be recovery of his direct costs as compensable hereunder and an extension of the contract Time, but solely in accordance with the provisions of the Contract Documents.

No claim by the Contractor hereunder shall be allowed if asserted after final payment under this Contract. No claim relating to or flowing from a particular Change shall be allowed after execution of the Change Order relating to that change.

If any disputes should arise between the parties with respect to an increase or decrease in the Contract Sum or an expansion or contraction in the Contract Time as a result of a change in the
Work, the Contractor shall not suspend performance of a change in the Work or the Work itself unless otherwise so ordered by the County in writing. The County shall, however, pay to the Contractor up to the County's reasonable estimated value of the change in the Work, regardless of the dispute, if said change in the Work results in an increase in the Contract Sum; and the County shall have the right to decrease the Contract Sum up to the County's reasonable estimated value of the change in the work, regardless of the dispute, if said change in the Work results in a decrease in the Contract Sum, and the Contractor shall be bound by the County's decision as to amount of payment or credit.

1.12 MINOR CHANGES IN THE WORK

The County and/or Project Manager shall have authority to order minor changes in the Work not involving an adjustment in the Contract sum or an extension of the Contract Time, and not inconsistent with the Contract Documents. Such changes shall be effected by written order, and shall be binding on the County and the Contractor. The Contractor shall carry out such written orders promptly.

END OF SECTION
SECTION 01 29 00 - APPLICATION FOR PAYMENT

PART 1 - GENERAL

1.2 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

1.3 SUMMARY

A. This Section specifies administrative and procedural requirements governing the Contractor's Applications for Payment.

1. Coordinate the Schedule of Values and Applications for Payment with the Contractor's Construction Schedule for each building repair project, List of Subcontracts, and Submittal Schedule.

B. Submittal Schedule requirements are included in Section 013300, "Submittals Procedures".

1.4 SCHEDULE OF VALUES

A. Coordinate preparation of the Schedule of Values with preparation of the Contractor's Construction Schedule.

1. Within fifteen (15) calendar days of the Notice To Proceed, the Contractor shall submit Schedule of Values for review by County's Project Manager, allocating a dollar value for each activity on the Construction Schedule.

2. The Schedule of Values shall reflect values for general conditions, insurance, bonds, mobilization, submittals, and temporary facilities, etc. along with the technical aspects of the work.

B. Format and Content: Use the Construction Schedule as a guide to establish the format for the Schedule of Values.

1. Identification: Include the following identification on the Schedule of Values:

   a. Project name and location.
   b. Name of the County.
   c. Project number.
   d. Contractor's name and address.
e. Date of submittal.

2. Arrange the Schedule of Values in a tabular form with separate columns to indicate the following for each item listed:

a. Generic name.

b. Related Specification Section.

c. Name of subcontractor.

d. Name of manufacturer or fabricator.

e. Name of supplier.

f. Change Orders (numbers) that have affected value.

g. Dollar value.

h. Percentage of Contract Sum to the nearest one-hundredth percent, adjusted to total 100 percent.

3. Provide a breakdown of the Contract Sum for each project in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Break principal subcontract amounts down into several line items; amounts and line items subject to Project Manager's approval.

a. Dollar value for each activity will be cost including labor and materials.

b. Make sum of activity costs equal to total of each Subcontract that will then equal total of Contract Sum for each separate project.

c. Separate line items for General Conditions and overhead/profit will be required for each separate project.

4. Round amounts off to the nearest whole dollar; the total shall equal the Contract Sum.

5. All material storage will be the responsibility of the contractor and stored material will not be reimbursed until said material is installed.

6. Schedule Updating: Update and resubmit the Schedule of Values when Change Orders or Work Authorizations result in a change in the Contract Sum. List each Change Order or Work Authorization as a new line item.
A. Each Application for Payment shall be consistent with previous applications and payments as certified by the Architect and paid for by the County. See Article 9 of General Conditions for additional information regarding progress payments and final payment.

1. The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the final Application for Payment involve additional requirements.

B. Payment Application Times: Each progress payment date is as indicated in the Agreement. The period of construction Work covered by each Application or Payment is the period indicated in the Agreement.

C. Payment Application Forms: Use AIA Document G702/CMa and Continuation Sheets G 703 as the form for Application for Payment.

D. Application Preparation: Complete every entry on the form, including notarization and execution by person authorized to sign legal documents on behalf of the County. Incomplete applications will be returned without action.

1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions have been made.

2. Include amounts of Change Orders issued prior to the last day of the construction period covered by the application.

E. Transmittal: Submit 3 executed copies of each Application for Payment to the Project Manager by means ensuring receipt within 24 hours; one copy shall be complete, including waivers of lien and similar attachments, when required.

1. Transmit each copy with a transmittal form listing attachments, and recording appropriate information related to the application in a manner acceptable to the Project Manager.

F. Waivers of Mechanics Lien and Stop Notice: With each Application for Payment, submit waivers of mechanics lien and stop notices from every entity who may lawfully be entitled to file a mechanics lien or stop notice arising out of the Contract, and related to the Work covered by the payment.

1. Submit partial waivers on each item for the amount requested on each item.

2. When an application shows completion of an item, submit final or full waivers.

3. The County reserves the right to designate which entities involved in the Work must submit waivers.
G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include the following:

1. List of subcontractors.
2. List of principal suppliers and fabricators.
3. Schedule of Values.
4. Contractor's Construction Schedule (preliminary if not final).
5. Submittal Schedule (preliminary if not final).
6. List of Contractor's staff assignments.
7. List of Contractor's principal consultants.
9. Initial survey and damage report.

H. Final Payment Application: Administrative actions and submittals, which must precede or coincide with submittal of the final payment Application for Payment include the following:

1. All pertinent permits and similar approvals such as fire department sign-off.
2. Warranties (guarantees) and maintenance agreements.
3. Test/adjust/balance records.
5. Meter readings.
7. Change-over information related to County's occupancy, use, operation and maintenance.
8. Final cleaning.
10. Completion of Project closeout requirements.
11. Completion of items specified for completion after Substantial Completion.

12. Assurance that unsettled claims will be settled.

13. Transmittal of required Project construction records to County.

14. Proof that taxes, fees and similar obligations have been paid.

15. Removal of temporary facilities and services.


17. Change of door locks to County's access.

18. Sign off sheets for storm water treatment tracking conducted by contractor.

19. Post Warranty Bond in the amount of 10% of Final Contract Amount.

PART 2 - PRODUCTS  (Not Applicable)

PART 3 - EXECUTION  (Not Applicable)
SECTION 01 31 13  CONTRACTOR COORDINATION

PART 1 - GENERAL

1.1  DESCRIPTION

A. Coordinate the Work; do not delegate the responsibility for coordination to any Subcontractor.

B. Resolve differences or disputes concerning coordination, interference, or extent of Work of the various SECTIONS and all sub-trades.

1.2  GENERAL COORDINATION

A. Coordination: Coordinate construction activities included under various Sections of these Specifications to assure efficient and orderly installation of each part of the Work. Coordinate construction operations included under different Sections of the Specifications that are dependent upon each other for proper installation, connection, and operation.

1. Where installation of one part of the Work is dependent on installation of other components, either before or after its own installation, schedule construction activities in the sequence required to obtain the best results.

2. Where availability of space is limited, coordinate installation of different components to assure maximum accessibility for required maintenance, service and repair.

3. Make adequate provisions to accommodate items scheduled for later installation.

4. Coordinate to the extent possible, with the roofing contractor scheduled to re-roof the building after substantial completion of the Work of this Contract.

B. Where necessary, prepare memoranda for distribution to each party involved outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings.

1. Prepare similar memoranda for the County and separate Contractors where coordination of their Work is required.

2. Prior written notice of ten (10) working days is required before interruption of any existing system. After written notice the contractor is required to set up a coordination meeting with the Project Manager and County personnel. The Project Manager will assist with retrieving the key County personnel. The Contractor will submit a plan for interrupting said system that shall include a schedule of events for this operation.
1.3 REQUESTS FOR INFORMATION (RFI)

A. General:

1. Comply with requirements of Article 4 of General Conditions.

2. The Project Manager/Architect will conduct / coordinate RFI status meeting with the Contractor, County personnel and others as deemed necessary to update the progress of reviewing RFI's.

3. Submit on form that will be distributed by the Project Manager during the preconstruction meeting.

4. Number RFI's sequentially; include date submitted.

5. Identify Project, Contractor, subcontractor, major supplier, pertinent Drawing Sheet and Detail Number, and Specification Section.

6. Specifically identify time response information is required to avoid impact on Construction Schedule and cost. The time for response should be reasonable to allow for processing and Engineer review, research and response.

7. RFI's are requests for information only. If a reply to an RFI requires additional services by Architect, or will change scope of Work or Contract Time, Architect will submit Change Order Request Work Authorization.

8. Allow ten (10) working days for a response after delivery to the Project Manager.

9. Request for Information shall include written and graphic solutions proposed by Contractor. The Project Manager and Architect will determine if proposal is in accord with Contract Documents and design intent of Project.

10. Contractor's failure to make reasonable effort to propose realistic solution may result in Request for Information returned with no action.

11. Maintain current and accurate Request for Information Log as follows:

   a. Sequentially number each RFI. Indicate current status of RFI's at all times; submit log weekly, and as requested by Project Manager.

   b. Maintain for duration of Contract.
c. For RFI's submitted in form of drawings follow submittal procedures specified in Section 013300, "Submittal Procedures".

12. Requests For Information (RFI) shall be issued only for information not clearly defined in the contract documents. For those RFI's that are issued that request information that is clearly shown in the contract documents, the Architect shall be entitled to back charge the Contractor for the actual time spent responding to the RFI. The back charge shall be deducted from the Contractor's next payment application and those funds forwarded to the Architect as compensation.

   a. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

      1. Preparation of schedules
      2. Installation or removal of temporary facilities
      3. Delivery and processing of submittals
      4. Weekly progress meetings, RFI status meetings and other project meetings as called by Project Manager
      5. Project Closeout activities

1.4 CONSERVATION

   A. Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.

   B. Salvage materials and equipment involved in performance of, but not actually incorporated in, the Work. Refer to other sections for disposition of salvaged materials that are designated as County's property.

1.5 STAFF NAMES

   A. Within 5 days of Notice to Proceed, submit a list of the Contractor's principal staff assignments, including the Project Manager, Superintendent and other personnel in attendance at the site; identify individuals, their duties and responsibilities; list their addresses, telephone and cell numbers and emergency contact numbers.
1.6 **COORDINATION OF LAYOUTS**

A. Provide basic layouts of grid lines and station points on sub-floors as necessary to facilitate coordination and layout of partitions and Work at and above ceilings.

1.7 **COORDINATION DRAWINGS**

A. Prepare coordination drawings before beginning fabrication or delivery of materials to the Project site. Such drawings should include, but not be limited to temporary protective measures, temporary roofing, piping, ducts, conduit, fixtures and equipment for all utilities, and should demonstrate that such items will fit in the space available within the structure.

B. Keep copies of the coordination drawings at the jobsite.

C. The Project Manager/Architect will verify that coordination drawings have been made, but will not review the coordination drawings.

1.8 **ELECTRICAL and MECHANICAL COORDINATION**

A. Use large-scale layout drawings of the electrical, mechanical, security electronics and detention equipment, together with Shop Drawings or layout drawings of other affected Work, to check, coordinate, and integrate the Work to prevent interferences.

B. Perform and complete checking and coordination before commencing construction in the affected areas.

**PART 2 - PRODUCTS (Not Applicable)**

**PART 3 – EXECUTION**

3.1 **GENERAL INSTALLATION PROVISIONS**

A. Inspection of Conditions: Require the Installer of each major component to inspect both the substrate and conditions under which Work is to be performed. Do not proceed until unsatisfactory conditions have been corrected in an acceptable manner.

B. Verify characteristics of interrelated assemblies and equipment for compatibility. Coordinate Work having independent responsibilities for installation connection, or servicing access.

C. Manufacturer's Instructions: Comply with manufacturer's installation instructions and recommendations, to the extent that those instructions and
recommendations are more explicit or stringent than requirements contained in Contract Documents.

D. Inspect materials or equipment immediately upon delivery and again prior to installation. Reject and do not install any damaged and defective items.

E. Provide attachment and connection devices and methods necessary for securing Work. Secure Work true to line and level. Allow for expansion and building movement.

F. Visual Effects: Provide uniform joint widths in exposed Work. Arrange joints in exposed Work to obtain the best visual effect. Refer questionable choices to the Project Manager and/or the Architect for final decision.

G. Recheck measurements and dimensions, before starting each installation.

H. Install each component during weather conditions and Project status that will ensure the best possible results. Isolate each part of the completed construction from incompatible material as necessary to prevent deterioration.

I. Coordinate temporary enclosures with required inspections and tests, to minimize the necessity of uncovering completed construction for that purpose.

J. Mounting Heights: Where mounting heights are not indicated, install individual components at standard mounting heights recognized within the industry for the particular application indicated. Refer questionable mounting height decisions to the Project Manager and/or the Architect for final decision.

4.2 CLEANING AND PROTECTION

A. During handling and installation, clean and protect construction in progress and adjoining materials in place. Apply protective covering and limit material staging loads where required to ensure protection from damage or deterioration prior to Final Acceptance.

B. Clean and maintain completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

C. Limiting Exposures: Supervise construction activities to ensure that no part of the construction completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

D. Protect existing roof areas and exterior building envelope systems where scheduled to remain. Provide temporary roofing, where needed during the installation of the work, to maintain protection from water infiltration to the enclosed areas of the penthouse and building.
E. Execute daily/weekly cleaning to keep Work, Site and adjacent properties free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations.

F. Provide on-site containers for collection of waste materials, debris and rubbish. Provide chutes as needed for delivery of debris to debris bins. Ensure that debris areas are cordoned off to prevent public access and safety watch is provided during all debris removal through chutes to bins.

G. Remove waste materials, debris and rubbish from site periodically and dispose of at legal disposal areas away from site.

H. Do not allow trash containers to overflow.

I. Clean spaces prior to start of finish painting and continue cleaning on as-needed basis until painting is finished.

J. Schedule operations so that dust and other contaminants resulting from cleaning process will not fall on wet or newly coated surfaces.

K. Each Sub Contractor:

1. Clean up daily all waste materials, rubbish, and debris resulting from own operations.

2. Place waste materials, rubbish, and debris from ground floor operations outside of building in an area designated by Project Manager and General Contractor.

3. Place waste materials, rubbish and debris from above ground floor operations in chute provided by General Contractor.

4. Oversee cleaning and ensure that building and grounds are maintained free from accumulations of debris.

5. Sprinkle dusty debris with water.

6. At reasonable intervals, minimum once a week, clean-up site and access and dispose of debris off-site.

7. Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials from interior and exterior surfaces of fixtures, hardware and equipment.

8. Repair, patch, and touch-up marred surfaces to match adjacent finishes damaged by his own operations.
L. Contractor:

1. Oversee cleaning and insure that building and grounds are maintained free from accumulations of waste materials, rubbish, and debris on a daily/weekly schedule.

2. Provide and maintain a rubbish chute from upper floors to ground level.

3. Clean up all un-definable debris.

4. Remove all debris and dispose of offsite.

5. Clean all glass and aluminum surfaces.

6. Leave the work "broom clean".

END OF SECTION
SECTION 01 31 19 - PROJECT MEETINGS

PART 1 - GENERAL

1.1 PRECONSTRUCTION CONFERENCES

A. Prior to commencement of Work, a pre-construction conference will be held to discuss procedures to be followed during the progress of the Work. The meeting will be scheduled after execution of the agreement and prior to commencement of work.

B. Location: On-site.

C. Attending shall be:
   1. County’s Representative/ Project Manager/Architect
   2. User’s Representative
   3. Contractor
   4. Contractor's Superintendent
   5. Major Subcontractors
   6. Others as appropriate

D. Agenda: Following is suggested agenda. Actual agenda will be prepared and distributed by Project Manager prior to meeting:
   1. Distribution and discussion of:
      a. List of major subcontractors and suppliers
      b. Projected Construction Schedules
      c. Critical work sequencing and reiteration of contract obligation toward meeting milestones
      d. Major equipment deliveries and priorities
      e. Project Coordination
      f. Designation of responsible personnel
      g. Procedures and processing of:
1. Submittals
2. Field Orders and Clarifications
3. Proposal requests and quotations
4. Change Orders and Work Authorizations
5. Applications for Payment
6. Requests for Information

h. Procedures for maintaining Record Documents
i. Use of premises:
   1. Office, work and material storage & staging areas/limitations
j. County requirements.
k. Construction facilities
l. Temporary utilities and Protective Measures
m. Security considerations
n. Housekeeping procedures
o. Insurance requirements
p. Wage and hour compliance
q. Conducting work in operating facility
r. Noise control
s. Other Subjects as appropriate

1.2 PROGRESS MEETINGS

A. The Project Manager will schedule and hold meetings (via conference call or at Project Site) biweekly or as often as necessary. The Project Manager will prepare the Agenda for such meetings and distribute to the Contractor, the Architect, and other interested parties at the next successive meeting.
1. Location: Project site or other acceptable location.

2. Attending shall be:
   a. County Representative/Project Manager
   b. Contractor
   c. Contractor's Superintendent
   d. Subcontractors, as appropriate to the Agenda
   e. Suppliers, as appropriate to the Agenda
   f. Others, as appropriate to the Agenda
   g. Contract Administrator or representative, as needed
   h. User Department representative as needed

3. Agenda: Review and correct or approve minutes of the previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to the current status of the Project.

4. Contractor's Construction Schedule: Review progress since the last meeting. Determine where each activity is in relation to the Contractor's Construction Schedule, whether on time or ahead or behind schedule.
   a. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

5. Review the present and future needs of each entity present, including such items as:
   a. Interface requirements
   b. Time
   c. Sequences
   d. Deliveries
   e. Off-site fabrication problems
f. Access

g. Site utilization

h. Temporary facilities and services

i. Hours of Work

j. Coordination of temporary dismantling and reassembly of systems furniture to allow access to complete the work.

k. Hazards and risks (Contractor’s Responsibility)

l. Housekeeping

m. Quality and Work standards.

n. Testing and Inspections

o. Change Orders

p. Documentation of information for payment requests

6. Reporting: No later than each successive meeting, the Project Manager will distribute copies of minutes of the meeting to each party present. Include a brief summary, in narrative form, of progress since the previous meeting and report.

7. Schedule Updating: Revise the construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue the revised schedule concurrently with the report of each meeting.

1.3 PROGRESS PAYMENT MEETINGS

A. Schedule and hold a billing meeting each month prior to submittal of Application for Payment. Billing meetings shall coincide with last of month progress meeting, whenever possible.

1. Location: Project site or other acceptable location.

2. Attending shall be:

   a. County’s Representative/Project Manager

   b. Contractor
2. Prepare an itemized draft of the month's proposed billing for review with the Project Manager and Architect at the billing meeting. Refer to SECTION 01027 "APPLICATION FOR PAYMENT", for further requirements.

3. Following review of the proposed billing, revise as required, prepare Application for Payment, and submit to the Project Manager. The Project Manager will certify and forward it to the Contract Administrator, who will authorize payment upon receipt of partial waivers of lien from the Contractor and all Subcontractors for previous payment.

1.4 PRE PUNCH LIST MEETING

A. After notification is provided to the Project Manager that the contractor is ready for a punch list to be generated, the Project Manager shall hold a meeting to review the expectations of the punch list.

B. Attending shall be:
   1. County’s Representative/ Project Manager/Architect
   2. Maintenance Supervisor
   3. Project Manager
   4. Contractor

1.5 FINAL CLOSEOUT MEETING

A. Refer to the General Conditions.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)
SECTION 01 33 00 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.01 DESCRIPTION

A. Timing:

1. Make submittals within the times specified herein and not all at one time. Submit in accordance with the sequence of procurement, fabrication and construction, and according to Submittal Schedule submitted to Project Manager.

2. Make submittals far enough in advance of scheduled dates of installation to allow the time required for reviews, for securing necessary approvals, for possible revision and resubmittal, and for placing orders and securing delivery.

B. Related Documents:

1. Drawings and general provisions of Contract, including Document 00 72 00/ General Conditions of the Contract for Construction and Document 00 73 00/ Supplementary Conditions and other Division - 1 Specification Sections, apply to this Section.

2. Section 01 60 00/ Materials and Equipment for Product Options and Substitutions.

C. Identification:

1. Identify each submittal and re-submittal with the following information:
   a. Project name and address as they appear on the Contract Documents
   b. Contract name and number
   c. Contractor’s name and address
   d. Date of submission
   e. Numbering System: Submittals shall be identified by specification section (i.e., 028100-01, 07210-001, 11191-001, etc.) Any re-submittals shall be numbered sequentially according to the original submittal section, followed by the subscript ". 1, .2, .3 submittal number (i.e., 001.1, 001.2, etc.). Submittals and re-submittals shall be kept intact with the original number. Do not add new drawing or information outside the scope of the original
Submittal, unless specifically requested. Do not assign a new number for a resubmittal.

f. Reference: List Specification Section number and product reference as a cross reference for each submittal.

2. Identify each submittal with the following additional identification:

a. Contractor's stamp with initials or signature, certifying to review of submittal, compliance with Contract Documents, and coordination with other impacted work, and verification of field measurements. The Architect will return any submittal not bearing this stamp without being reviewed.

b. Drawing and Specification SECTION numbers to which the submittal applies.

c. Subcontractor's or supplier's name and address

d. Name and telephone number of the individual to contact for additional information regarding the submittal.

e. Whether it is an original or are-submittal

D. Summary:

1. This Section specifies administrative and procedural requirements for submittals required for performance of the Work, including:

a. Submittal schedule

b. Submittal procedures

c. Daily construction reports

d. Shop Drawings

e. Product Data

f. Samples

g. Manufacturer's' instructions

h. Manufacturers' certificates

2. Administrative Submittals: Refer to other Division - 1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to:
a. Permits

b. Applications for payment

c. Performance and payment bond

d. Insurance certificates

e. List of Subcontractors

1.) The Schedule of Values submittal is included in Section 01 2900 I "Applications for Payment."

2.) CPM Schedule: As specified General Conditions.

3) Inspection and test reports are included in Section 01 4000 "Quality Control" and Section 01 45 29 "Testing Laboratory Services"

E. Coordination of Submittals:

1. General: Prior to submittal for the Architect's or consultant's review, as applicable, fully coordinate material as follows:

a. Determine and verify field dimensions and conditions, materials, catalog numbers, and similar data.

b. Coordinate shop drawing submittals with previously issued Addenda and Information Bulletins.

c. Coordinate with the various types of Work and public agencies involved.

d. Secure necessary approvals from public agencies and others and signify by stamp, or other means, that approvals have been secured.

e. Unless otherwise specifically permitted by the Architect, make submittals in groups containing all associated items.

2. Completeness: Submittals shall be complete; partial submittals will be rejected for not complying with the Contract Documents.
1.02 SCHEDULES

A. Submittal Schedule: Include submittal date and date required for return for each submittal required by the Contract Documents. No action will be taken on such submittals without prior receipt, review, and acceptance of Submittal Schedule.

1. Prepare a complete schedule of submittals. Submit within 10 calendar days after Notice to Proceed. See Article 4.12 of the General Conditions for additional information.

   NOTE: Some submittals will be required within the first ten calendar days of the Notice To Proceed due to the sequence of Work.

2. Coordinate submittal schedule with the list of subcontracts, schedule of values and the list of products as well as the Contractor's construction schedule.

3. Prepare the schedule in chronological order. Provide the following information:
   a. Scheduled date for the first submittal
   b. Related Section number
   c. Event Number associated with CPM Construction Schedule
   d. Submittal category
   e. Name of subcontractor
   f. Description of the part of the Work covered
   g. Scheduled date for re-submittal
   h. Scheduled date the Architect's final release or approval

B. Distribution: Following response to initial submittal schedule, print and distribute 3 copies and an electronic copy (pdf) to the Project Manager. Submit other copies to subcontractors, and other parties required to comply with submittal dates indicated.

1. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.

C. Schedule Updating: Revise the schedule after each meeting or activity, where revisions have been recognized or made. Issue the updated schedule
concurrently with report of each meeting. Instruct recipients to report promptly any problems anticipated by dates or sequences shown in schedule.

1.03 SUBMITIALS PROCEDURES

A. Coordinate preparation and processing submittals with performance of construction activities.

1. Make submittals in groups containing associate items to ensure that information is available for checking each item when received.

   a. Partial submittals may be rejected as not complying with requirements of Contract documents and Contractor shall be liable for any resulting delays.

2. Requests for deviation from Contract Documents shall be submitted for consideration before submittal of affected items. Only deviations, which have been previously accepted in writing, shall be included in submittals.

B. Place permanent label or title block on each submittal for identification. Indicate name or entity preparing each submittal in label or title block. See Paragraph 1.01.C herein for further information requirements on each submittal label or title block.

1. Provide space on label or beside title block to record Contractor's and Architect's review and approval markings and action taken.

C. Contractor's Review:

1. Review submittals for accuracy, completeness, and conformity with Contract Documents.

   a. Submittal shall be construed as stipulating Contractor has thoroughly and completely reviewed, and coordinated data.

   b. Submittals that indicate less than Contractor's full compliance will be returned without action.

   c. Delays caused by failure to comply will not be acceptable basis for extension of Completion Time.

2. Certify submittals have been reviewed and coordinated by adding following affidavit to each submittal:

   "The undersigned certifies this submittal has been reviewed, approved, and coordinated in compliance with requirements of Section 01 33 00 of the Project Manual."
Submittal Procedures

Signature __ Date__

Name Printed __ Title__

a. Submittals not certified by being stamped and signed by Contractor will be returned without action, as will submittals which, in the Project Manager or Project Architect's opinion, have not been adequately reviewed and coordinated by the Contractor.

D. Allow sufficient review time so that installation will not be delayed as a result of the time required to process submittals, including time for re-submittals.

E. Package each submittal appropriately for transmittal and handling.

F. Project Manager/Architect's Review:

1. Submittals are reviewed for general conformance with design concept and general compliance with information given in Contract Documents only.

2. Review of separate item shall not indicate acceptance of assembly of which item is part.

G. Review shall not relieve Contractor from responsibility for errors or deviations from requirements of Contract Documents.

H. Submittal Log: Maintain accurate submittal log for duration of Contract. Indicate current status of all submittals at all times. Make submittal log available for the Project Manager's review upon request.

I. Re-submittals:

1. Subject to same terms and conditions as original submittal.

2. Project Manager/Architect will accept not more than one re-submittal.

a. Should additional re-submittals be required, Contractor shall reimburse County for Project Manager/Architect's account for time spent in processing additional re-submittals at rate of 2.5 times rate of Direct Personnel Expense (DPE). Direct Personnel Expense is defined as direct salaries of Project Manager/Architect's personnel engaged on Project and portion of costs of mandatory and customary contributions and benefits related thereto, including employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions, and similar contributions and benefits.
3. Claims will not be considered for Contractor's additional time or expense associated with re-submittals.

J. Revisions:
1. Make only those revisions required or accepted by Project Manager/Architect

1.04 DAILY CONSTRUCTION REPORTS

A. Prepare daily construction reports to record: manpower of the general contractor and each onsite subcontractor, a summary of progress, high & low temperature, precipitation, contract days expended, CPM activities performed and percent complete for each activity, and other pertinent information. Prepare one report for each workday. Submit the report of the previous day no later than 8:00 am the following workday.

1.05 SHOP DRAWINGS, PRODUCT DATA, SAMPLES, AND OTHER SUBMITTALS

A. General:
1. Submit only as required by the various Specification Sections. Do not submit shop drawings, product data, samples or other submittals, unless specifically required.

2. Submit in accordance with the accepted submittal schedule. Send copies of transmittals to the County.

3. Submit in the manner and quantities specified hereinafter.

4. Allow a minimum of 10 working days for processing by the Project Manager/Architect and his consultants, as applicable. Some submittals may require more processing time based upon consultant's input and the complexity of the submittal. If certain submittals are critical, they should be so identified at time of submission. If a specific submittal cannot be reviewed and returned within 10 working days, the Project Manager/Architect will develop with the Project Manager and Contractor a timely "turn-around" that will not impact the construction schedule.

B. Shop Drawings:
1. Submit a minimum of three (3) prints and electronic copy (pdf).

2. The Project Manager/Architect, as applicable, will review the Shop Drawings; mark the drawings with required revisions; stamp the drawings and indicate "No Exceptions Noted," "Make Corrections Noted," "Revise
and Resubmit," or "Rejected," and return the drawings. "Revise and Resubmit" or "Rejected" stamps shall not be construed by the Contractor as a valid reason for an extension of time.

3. Review the returned drawings and take appropriate action as indicated.

a. If drawings are marked "Revise and Resubmit," make revisions and indicate them with a "cloud," stamp and date, and resubmit in the same manner and number as for the original submittal. Contractor may not proceed with work represented in submittal. Resubmit until "No Exceptions Noted," " or "Make Corrections Noted "status is given.

b. If drawings are marked "Rejected," make a new submittal and submit in the same manner and number as for the original submittal. Contractor may not proceed with work represented for one or more of the following reasons:

1. Since work represented in submittal is not acceptable; submit specified item.

2. Submittal has not been made in accordance with procedures specified.

3. Insufficient information is provided to make a determination.

4. Submittal contains too many errors or omissions to make a determination.

5. Information provided does not conform to information included in the Contract documents.


c. If drawings are marked "No Exceptions Noted" or "Make Corrections Noted", print and distribute copies for County and Inspector, as well as those required for Contractor and Subcontractors. Contractor may proceed with work represented in submittal. Project Manager/Architect’s review is not conducted for the purpose of determining the accuracy or completeness of other details, such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment and systems, all of which remain the responsibility of the Contractor.

4. The Project Manager/Architect, or the County's consultants, as applicable, may review at their discretion up to one re-submittal and take action, as appropriate, in the same manner as for the original submittal.

Submittal Procedures
Project Manual - Bid Set
more than one re-submittal is required, any associated costs as a result of additional reviews shall be an extra service of the Project Manager/Architect, or his consultants or the County's consultants, as applicable, and will be processed as a deductive Change Order in accordance with the GENERAL CONDITIONS and SUPPLEMENTARY CONDITIONS.

5. As with the original submittal, review the returned drawings and take appropriate action as indicated. As specified hereinabove, resubmit and revise until final action by the Project Manager/Architect or his consultants, or the County's consultants, as applicable. Final action is signified by the markings "No Exceptions Noted," or "Make Corrections Noted," on the returned drawings.

6. Following final action by the Project Manager/Architect or his consultants, or the County's consultants, as applicable, the Contractor shall make copies and distribute as required for accomplishment and inspection of the indicated Work.

7. Only those Shop Drawings that bear stamps showing final review of the Contractor, Project Manager/Architect's, or the County's consultants', as applicable, shall be used.

8. Reproduction and Mailing Costs: The Contractor shall pay the reproduction and mailing costs of all prints.

9. Coordination drawings are a special type of Shop Drawing that show the relationship and integration of different construction elements that require careful coordination during fabrication or installation to fit in the space provided or function as intended.

   a. Preparation of coordination Drawings is specified in Section 01 31 13 "Contractor Coordination" and may include components previously shown in detail on Shop Drawings or Product Data.

   b. Submit coordination Drawings for integration of different construction elements. Show sequences and relationships of separate components to avoid conflicts in use of space.

C. Product Data:

1. Submit in electronic format required product brochures, catalog cuts, and similar material.

2. Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information such as manufacturer's installation instructions, catalog cuts, standard color charts, rough-in diagrams and templates, wiring diagrams and
performance curves. Where Product Data must be specially prepared because standard printed data is not suitable for use, submit as "Shop Drawings."

a. Submit electronic copies of product data which Contractor requires.

b. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products, some of which are not required, mark copies to indicate the applicable information. Include the following information:
   1) Manufacturer's printed recommendations
   2) Compliance with recognized trade association standards
   3) Compliance with recognized testing agency standards
   4) Application of testing agency labels and seals
   5) Notation of dimensions verified by field measurement
   6) Notation of coordination requirements

c. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.

3. Review and processing of Product Data shall be the same as that for Shop Drawings.

D. Samples:

1. Submit in the size specified in the individual Specification SECTIONS, and in the quantity required to be returned to the Contractor, together with three additional Samples, which will be retained by the Project Manager/Architect or his consultants, or the County's consultants, as applicable.

2. Ship samples to the Project Manager's office, carriage prepaid. Samples to be returned to the Contractor will be shipped, carriage collect.

3. Submit samples to illustrate functional and aesthetic characteristics of Product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.

4. Preliminary Submittals:
a. Unless precise color, pattern, and texture or similar characteristics are specifically described, submit full set of choices for material or product.

b. Preliminary submittals will be reviewed and returned with Project Architect's mark indicating selection and other action.

c. Architect reserves right not to make individual determination or selections until all samples of all materials are submitted.

d. Submit samples of all selected colors, patterns, textures or other similar characteristics as selected by Project Manager/Architect.

5. Submit number of samples required by Contractor plus three that will be retained.

a. Where variation in color, pattern, texture or other characteristics are inherent in material or product, submit multiple units (not less than 3), that show approximate limits of variations.

b. Accepted samples will form standard of comparison for finished Work.

c. Defects, and deviations in excess of those in accepted samples, are unacceptable and are subject to rejection of completed Work.

6. Include identification on each sample, with full Project information, including:

a. Project name and location

b. Manufacturer and supplier

c. Name, finish, and composition of material

d. Location where material is to be used

e. Specification Section number.

7. Reviewed samples which may be used in the Work are indicated in individual specification sections.

8. Field Samples: Provide field samples as required by individual sections. Install samples in locations as directed, completed and finished.

E. Other Submittals: Submit as specified in the individual Specification Sections.

1.06 MANUFACTURERS INSTRUCTIONS
A. When specified in individual Sections, submit manufacturers' printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, in quantities specified for Product Data.

B. Identify conflicts between manufacturers' instructions and Contract Documents.

1.07 PATTERNS AND COLORS

A. Unless the exact pattern and color of a product are indicated in the Contract Documents, whenever a choice of pattern or color is available for a product, submit accurate color charts and pattern charts to the Project Manager/Architect for his review and selection.

1.08 CERTIFICATES OF COMPLIANCE

A. Submit certificates of compliance with the associated Shop Drawings, Product Data, Samples, and other submittals required for the product.

B. Submit on 8-1/2-inch-x-11-inch white paper; Submit 3 copies.

C. Submit in form of letter or company standard forms, signed by officer of manufacturer.

D. Each certification shall include the following:

1. Project name and location
2. Contractor's name and address
3. Quantity and date or dates of shipment or delivery to which certificate applies
4. Manufacturer's name

E. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.

F. Certificates may be recent or previous test results on material or product, but must be acceptable to Project Manager/Architect.

G. The Project Manager/Architect will retain the certificates of compliance; no review reply is intended.

END OF SECTION
SECTION 01 35 16 - ALTERATION PROJECT PROCEDURES

PART 1 – GENERAL

1.01 SUMMARY

A. Requirements hereunder apply to selective structure demolition and alteration work shown on Drawings and specified in Sections pertaining to crafts or trades involved. Work is primarily in the Existing Facility where alteration and renovation will occur.

B. Provide labor, materials, equipment and transportation as required to complete selective demolition and alteration construction work for selected portions of building or structures as shown on Drawings and performed by applicable crafts or trades for scope indicated.

1.02 RELATED DOCUMENTS

A. Document 00 72 00/ General Conditions of the Contract for Construction.

B. Document 01 74 19/ Construction Waste Management

C. Section 01 35 53/ Project Security Procedures

D. Section 01 73 29/ Cutting and Patching

1.03 REMOVAL WORK

A. Perform removal work, including wrecking and cutting necessary to alteration work, changing or elimination of old features, installation of new work, or joining and keying of new work to existing work. Items removed temporarily for convenience of Contractor shall be removed and replaced by Contractor, as approved.

B. Hazardous Materials: Hazardous materials are not anticipated on this project, but if present in construction are to be selectively demolished. A report on the presence of hazardous materials is on file for review and use. Examine report to become aware of locations where hazardous materials are present

1. Do not disturb hazardous materials or items suspected of containing hazardous materials except under procedures specified elsewhere in the Contract Documents.

2. Hazardous material remediation is specified elsewhere in the Contract Documents.
1.04 SUBMITTALS

A. Qualification Data: Submit qualifications of demolition subcontractor or forces completing Work.

B. Schedule of Selective Demolition Activities: Indicate the following:

1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure County's on-site operations are uninterrupted.

2. Interruption of utility services. Indicate how long utility services will be interrupted.

3. Coordination for shutoff, capping, and continuation of utility services.

4. Locations of proposed dust- and noise-control temporary partitions and means of egress.

5. Coordination of County's continuing occupancy of portions of existing building and of County's partial occupancy of completed Work,

6. Means of protection and temporary roofing measures for roofing areas scheduled to remain.

7. Means of protection for items to remain and items in path of waste removal from building.

C. Inventory: After selective demolition is complete, submit a list of items that have been removed and salvaged.

D. Pre-demolition Photographs and Videotapes Prior to start of construction, in the presence of the County's Project Manager, Contractor shall video tape and survey buildings and grounds affected by this Project and submit itemized list of defects, e.g. broken glass, roof membrane and roof drains, windows, salvage items, paving, walks, etc. and how existing conditions of adjoining construction and site improvements, including entry from the private entry roadway and the staging area finish surfaces, that might be misconstrued as damage caused by selective demolition operations. Contractor shall make a copy of the video tape for Contractor's use and deliver the original to the County for use at Project close out. At completion of Project, defects not noted on that list or not verifiable on the videotape shall be corrected or replaced by Contractor at no cost to the County. Submit documentation before Work begins.
1.05 QUALITY ASSURANCE

A. Demolition Firm Qualifications: An experienced firm that has specialized in demolition work similar in material and extent to that indicated for this Project.

B. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

C. Standards: Comply with ANSI A10.6 and NFPA 241.

D. Pre-demolition Conference: Conduct conference at Project site to comply with requirements in Section 01 31 00 Project Management and Coordination. Review methods and procedures related to selective demolition including, but not limited to, the following:

1. Inspect and discuss condition of construction to be selectively demolished.

2. Review structural load limitations of existing structure.

3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.

4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.

5. Review areas where existing construction is to remain and requires protection.

1.06 PROJECT CONDITIONS

A. County will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so County's operations will not be disrupted.

1. Comply with requirements specified in Division 01 Section 01 11 001 Summary.

B. Conditions existing at time of inspection for bidding purpose will be maintained by County as far as practical.
C. Notify Project Manager of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

Storage or sale of removed items or materials on-site are not permitted.

1. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

2. Maintain fire-protection facilities in service during selective demolition operations.

1.07 ADJACENT SURFACES OR FEATURES

A. Replace, patch and finish in kind, adjacent surfaces or features displaced or disturbed In performance of alteration work. Broken and cut units shall be replaced with whole units.

B. Except as otherwise shown or specified, join new work to existing work to match similar existing adjoining work. Prepare existing surfaces to receive new work.

C. Prior to start of construction, in the presence of the County's Project Manager, Contractor shall video tape and survey buildings and grounds affected by this Project and submit itemized list of defects, e.g. broken glass, roof membrane and roof drains, windows, salvage items, paving, walks, etc. Contractor shall make a copy of the video tape for Contractor's use and deliver the original to the County for use at Project close out. At completion of Project, defects not noted on that list or not verifiable on the videotape shall be corrected or replaced by Contractor at no cost to the County.

1.08 LAYOUT OF WORK

A. Establish exact layouts, locations, lines and elevations of work in relation to existing work. Obtain and verify measurements for new work in existing areas.

B. Refer also to Section 01 31 00, Project Management and Coordination.

1.09 PROTECTION OF EXISTING WORK

A. Provide protection against weather and construction operations for existing equipment, finishes, roofing areas, parapet sidewalls and flashing, roof drains, mechanical and electrical equipment at the main rooftop and penthouse roof areas, mounted mechanical equipment and curbs, fixtures, hardware and other improvements in and about altered areas.
1.10 SHORING, BRACING, UNDERPINNING

A. Provide temporary support for work as required by construction operations and to ensure safety.

1.11 INTERFERENCE

A. Interference with or inconvenience to building staff and the visiting public will not be allowed without 5 days prior written notification to County. Contractor shall plan, coordinate, and include in the project schedule any relocation of staff and workstations in order to complete the work. Contractor will not be required by the County to work overtime, unless noted otherwise in Specification Section 01 11 00 – Summary of Work, paragraph 1.11 – Contractor’s Use of Premises.

1.12 NOISE

A. Noisy motors, cutting, drilling, and fastening equipment shall be operated without disturbance to building staff and the public visiting the building or adjacent buildings.

1.13 DUST AND RUBBISH

A. Premises shall be kept clean and in a safe condition. Rubbish shall be removed as it accumulates.

B. Temporary dust-retarding tarps, partitions, and barricades shall be built around work areas and debris bins to contain dust and rubbish or as indicated on the Drawings.

C. Sanding of interior drywall surfaces shall be by hand with HEPA vacuums to capture and minimize dust distribution. Mechanical sanding machines will not be allowed at interior spaces where County staff occupy space under repairs.

1.14 INTERRUPTION OF SERVICES

A. Interruption of electrical power for performance of work may be permitted only after consultation with County’s Project Manager. Temporary electrical power shall be provided to meet requirements of this Article. Added cost to Contractor due to necessity of complying with this Article shall be deemed to have been
included in lump sum bid amount for Work of this Contract. Refer to requirements in Section 01 11 001 Summary for interruption of services.

B. Contractor shall provide his own temporary construction lighting and power as required in areas where work is being performed, when normal site power is disrupted.

1.15 ACCESS, DELIVERY, AND HAULING

A. Materials and equipment shall be delivered and rubbish removed through passages designated by the County and approved by Sheriff's Office staff. Deliveries of materials and equipment to jobsite shall be made with a Contractor's representative present and Sheriff's Office staff present.

B. Keep corridors and entrances, for use of occupants, and reasonable access thereto, clear of building materials, refuse, and the like.

C. Refer to Section 01 60 00 for transportation, handling, and storage requirements.

1.16 CONSTRUCTION AREA

A. Contractor's employees, equipment, and materials shall be restricted to immediate area of construction and subject to approval by Project Manager/Sheriff's Office for location(s) on-site.

PART 2 - PRODUCTS (Not Used)

PART 3 – EXECUTION

3.1 EXAMINATION

A. Verify that utilities have been disconnected and capped.

B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.

C. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Project Manager and Project Designer for review.
D. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs and videotapes.

E. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

A. Existing Services/Systems: Maintain existing services/systems including, but not limited to, existing conduit, junction boxes, panels, piping, equipment, and supports indicated to remain and protect them against damage during selective demolition operations.

1. Comply with requirements for existing services/systems interruptions specified in Division 01 Section 01 11 00/ Summary.

B. Service/System Requirements: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.

1. If services/systems are required to be removed, relocated, or abandoned, before proceeding with selective demolition provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.

3.3 SELECTIVE DEMOLITION, GENERAL

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.

2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
3. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain fire watch and portable fire-suppression devices during flame-cutting operations.

4. Maintain adequate ventilation when using cutting torches.

5. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.

6. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.

7. Locate selective demolition equipment/systems and remove debris and materials so as not to impose excessive loads on supporting walls, floors, roofing, or structural framing.

8. Protect roof drains from construction debris.

9. Dispose of demolished items and materials promptly according to Section 017419, Construction Waste Management.

B. Do not demolish building elements beyond what is indicated on Drawings without Project Manager's approval.

3.4 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.
SECTION 01 35 53 - PROJECT SECURITY PROCEDURES

PART 1 - GENERAL

1.01 GENERAL

A. Special requirements for the Project security; hereinafter referred to as Institutions. Security regulations include, but are not limited to, the given provisions in this Section.

B. Contractor and its sub-Contractors are required to provide the Names, Dates of Birth, Social Security Number and Driver’s License Numbers for all of the Contractor’s Employees anticipated to be working on this project for verification against the Department of Justice and Department Database no less than three (3) weeks prior to the start of any work on site.

C. The Contractor shall meet with the Project Manager and the Solano County Sheriff Officer(s) or designee prior to beginning any work on-site to review the applicable security procedures and protocols to all personnel that will be on-site or who will visit site during the construction of this Project.

1.02 USE OF PROPERTY

A. Contractor shall confine work operations to the areas of work indicated on the Drawings. Material storage, fabrication facilities, and the like, shall be located as near to the working areas as custodial regulations permit.

B. The Project Manager and Solano County Sheriff’s Office designee(s) representative(s) will designate an appropriate material storage, tool storage or shop facility area, and the like, on Institution grounds for Contractor’s use.

1.02 CONTRACTOR'S WORKERS CLEARANCES AND IDENTIFICATION

A. The verification process to get personnel 'cleared' can take up to approximately 20 working days; Contractor shall work to provide this information to the Solano County Sheriff’s Office designee as quickly as possible to ensure that assigned personnel can access and work on site.

B. Workers will be required to wear identification at all times in the facility. They will be allowed to park their private vehicles in designated construction parking areas, as directed by the Project Manager and Solano County Sheriff’s Office designee.

C. No firearms, ammunition, narcotics, pepper sprays, chemical agents, drugs, intoxicants, handcuffs, handcuff keys, alarm keys, or explosives will be allowed
on the premises unless otherwise approved prior to start of work. All persons shall remove ignition keys from their vehicles and lock the vehicle when it is not in use.

D. Construction personnel will not be permitted into areas beyond the scope of the project without being escorted at all times by a County employee.

E. Workers may be in the same vicinity of public at times.

F. Within 5 calendar days after award of Contract, Contractor shall provide a 'priority' list of personnel who will be working on Project site upon commencement of work. Lists of other personnel will follow based on the Project Schedule. Contractor shall provide 48 hour notice of changes or additions in personnel as such changes or additions occur.

1. Listing shall include the following information:
   Name
   Driver's License Number
   Social Security Number
   Date of Birth

2. Prior arrest/conviction record may or may not affect the eligibility of a worker. Sheriff's Office will be the approval authority in each individual case. The Solano County Sheriff’s Office stresses that Contractor's personnel should be as truthful and divulging as possible to assist in these decisions. Information about work arrest/conviction records will be kept confidential.

3. Name of Contractor's pre-approved personnel working on Project site, separated according to trade classification, shall be submitted to Institution at least 24 hours before commencing work of that trade.

4. Allow 20 working days for security clearance, prior to new employee being permitted on Project site. Workers are subject to eviction from Institution at any time when a question of security clearance arises. Eviction for this reason is not a statement as to the character of the employee being evicted. Allow 30 days to verify security clearance where a question has arisen. Workers may be removed from clearance status at any time at the discretion of the Sheriff's Office.

1.03 WORK HOURS

A. Normal work hours are from 7:00 a.m. to 5:00 p.m. However, the County shall reserve the right to adjust start/quit times in the best interest of the Project and as discussed in previous sections regarding after hours work.
B. Contractor shall make special arrangements for overtime work with the Project Manager and Solano County building designee/representative. No overtime will be allowed unless prior approval has been obtained.

1.04 SECURITY

A. If Institution officials deem it necessary to declare a "State of Emergency", work may be curtailed or terminated for the duration of said emergency. Contractor shall be aware that events of this nature are considered potentially everyday occurrences on project sites of this nature. Requests for additional compensation for occurrences of the aforementioned type will not be considered.

B. All persons shall remove ignition keys from their vehicles when they are out of the vehicle, Contractor's equipment shall be rendered temporarily inoperative when not in use; by locking or other means.

C. In order to maintain Institution security, inspection searches on the project site may become necessary; therefore, keys shall be furnished to provide access to all locked areas or places on the project site and for periodic fire prevention inspection. The Institution will not be responsible for Contractor's loss due to fire.

D. Personal search is not normally required. However, the Institution reserves the right to search workers when there is probable cause, as determined by the Institution.

1.07 REMOVAL OF DEBRIS

A. Debris, waste materials, and other trash resulting from work of this project, shall be disposed of regularly per Section 017419, Construction Waste Management. Disposal shall be off of County property to a legal dumpsite and Contractor shall pay fees required for use of public dumps. Dumping on County property is prohibited.

1.08 WORKING AMONG PUBLIC

A. Staff, inmates and visiting public will be using the Campus designate visitor’s parking at the same time as Contractor. Under such conditions, Contractor shall cooperate with the County and conform to certain security requirements, as may be directed by the County.

1.09 CAMERAS AND AUDIO OR VISUAL RECORDING DEVICES

A. Cameras and other Audio or Visual Recording Devices may be allowed with written approval and arrangements with County Sheriff’s Office representative.
Written protocol will be discussed with Contractor at Pre-construction meeting. Contractor shall obtain approval from Institution prior to use of such devices within Institution grounds. There will be no photography of the public or documents within the facility.

END OF SECTION
SECTION 01 40 00 - QUALITY CONTROL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section specifies administrative and procedural requirements for quality control.

B. Quality control includes inspections and tests and related actions including reports, performed by independent agencies, governing authorities, and the Contractor. They do not include Contract enforcement activities performed by the Project Manager, County Inspector or the Architect.

C. Inspection and testing services are required to verify compliance with requirements specified or indicated. These services do not relieve the Contractor of responsibility for compliance with Contract Document requirements.

D. Requirements of this Section relate to customized fabrication and installation procedures, not production of standard products.

1. Specific quality control requirements for individual construction activities are specified in the Sections that specify those activities. Those requirements, including inspections and tests, cover-production of standard products as well as customized-fabrication and installation procedures.

2. Inspections, test and related actions specified are not intended to limit the Contractor's quality control procedures that facilitate compliance with Contract Document requirements.

3. Requirements for the Contractor to provide quality control services required by the Project Manager, Architect, County, or authorities having jurisdiction are not limited by provisions of this Section.

1.3 RESPONSIBILITIES

A. Contractor Responsibilities: The Contractor shall provide inspections, tests and similar quality control services, specified in individual Specification Sections and required by governing authorities, except where they are specifically indicated to
be the County's responsibility, or are provided by another identified entity. Costs for these services shall be included in the Contract Sum.

1. The Contractor shall employ and pay an independent agency, to perform specified quality control services, and quality control services required by laws, rules, regulations, and regulatory authorities.

2. The County will engage and pay for the services of an independent agency to perform inspections and tests specified as the County's responsibility.
   a. Where the County has engaged a testing agency or other entity for testing and inspection of a part of the Work, and the Contractor is also required to engage an entity for the same or related element, the Contractor shall not employ the entity engaged by the County, unless otherwise agreed in writing with the County.

3. Retesting: The Contractor is responsible for retesting where results of required inspections, tests or similar services prove unsatisfactory and do not indicate compliance with Contract Document requirements, regardless of whether the original test was the Contractor's responsibility.
   a. Cost of retesting construction revised or replaced by the Contractor is the Contractor's responsibility, where required tests were performed on original construction.

4. Associated Services: The Contractor shall cooperate with agencies performing required inspections, tests and similar services and provide reasonable auxiliary services as requested. Notify the agency sufficiently in advance of operations to permit assignment of personnel. Auxiliary services required include but are not limited to:
   a. Providing access to the Work and furnishing incidental labor and facilities necessary to facilitate inspections and tests.
   b. Taking adequate quantities of representative samples of materials that require testing or assisting the agency in taking samples.
   c. Providing facilities for storage and curing of test samples, and delivery of samples to testing laboratories.
   d. Providing the agency with a preliminary design mix proposed for use for materials mixes that require control by the testing agency.
   e. Security and protection of samples and test equipment at the Project site.
B. Duties of Testing Agency: The independent testing agency engaged by the Contractor to perform inspections, sampling and testing of materials and construction specified in individual Specification Sections and by applicable laws, rules, and regulations; shall cooperate with the Project Manager, County, Inspector and the Project Architect and Contractor in performance of its duties, and shall provide qualified personnel to perform required inspections and tests.

1. The agency shall notify the Project Manager/Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.

2. The agency is not authorized to release, revoke, alter or enlarge requirements of the Contract Documents, or approve of accept any portion of the Work.

3. The agency shall not perform any duties of the Contractor

C. Coordination: The Contractor and each agency engaged to perform inspections, tests and similar services shall coordinate the sequence of activities to accommodate required services with a minimum of delay. In addition the Contractor and each agency shall coordinate activities to avoid the necessity of removing and replacing construction to accommodate inspections and tests.

1. The Contractor is responsible for scheduling times for inspections, tests, taking samples and similar activities.

1.4 SUBMITTALS

A. The independent testing agency shall submit a certified written report of each inspection, test or similar service, to the Project Manager, the Architect and the Contractor, in duplicate,

1. Submit additional copies of each written report directly to the governing authority, when the authority so directs.

2. Report Data: Written reports of each inspection, test or similar Service shall include, but not limited to:

   a. Date of issuance

   b. Project and title number

   c. Name, address and telephone number of testing agency
1.5 QUALITY ASSURANCE

A. Qualification for Service Agencies: Engage inspection and testing service agencies, including independent testing laboratories, which are pre-qualified as complying with "Recommended Requirements for Independent Laboratory Qualification" by the American Council of Independent Laboratories, and which specialize in the types of inspections and tests to be performed.

B. Each independent inspection and testing agency engaged on the Project shall be authorized by authorities having jurisdiction to operate in the State in which the Project is located.

1.6 TEST SELECTION

A. The Contractor shall be responsible for, and shall pay for, all off-site and on-site tests except tests on the following materials/installations:

1. Grout
2. High-strength bolting
3. Structural welding (shop and field)
4. Reinforcing steel
5. Bolts installed in concrete.

6. Expansion and epoxy anchors

B. The Contractor shall notify the Project Manager in writing (3) three working days in advance of time for the above named tests.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

1.1 REPAIR AND PROTECTION

A. General: Upon completion of inspection, testing, sample-taking and similar services, repair damaged construction and restore substrates and finishes to eliminate deficiencies, including deficiencies in visual qualities of exposed finishes. Comply with Contract Document requirements per "Cutting and Patching."

B. Protect construction exposed by or for quality control service activities, and protect repaired construction.

C. Repair and protection is the Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing or similar services.
SECTION 01 42 00 - DEFINITIONS AND STANDARDS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 DEFINITIONS

A. General: Basic Contract definitions are included in the General Conditions.

1. Indicated refers to graphic representations, notes or schedules on the Drawings, or other Paragraphs or Schedules in Specifications, and similar requirements in Contract Documents. Where terms such as "shown," "noted," "scheduled," and "specified" are used, it is to help locate the reference; no limitation on location is intended except as specifically noted.

2. Directed: Terms such as "directed", "requested", "authorized", "selected", "approved", "required", and "permitted" mean "directed by the Project Manager/Architect", "requested by the Project Manager/Architect", and similar phrases. However, no implied meaning shall be interpreted to extend the Project Manager/Architect’s responsibility into the Contractor's area of construction supervision.

3. Approve: The term "approved," where used in conjunction with the Architect's action on the Contractor's submittals, applications, and requests, is limited to the duties and responsibilities of the Architect as stated in General and Supplementary Conditions. Such approval shall not release the Contractor from responsibility to fulfill Contract requirements unless otherwise provided in the Contract Documents.

4. Regulation: The term "Regulations includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work, whether lawfully imposed by authorities having jurisdiction or not.

5. Furnish: The term "furnish" is used to mean "supply and deliver to the Project site, ready for unloading, unpacking, assembly, installation, and similar operations."

6. Install: The term "install" is used to describe operations at project site including the actual "unloading, unpacking, assembly, erection, placing,
anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations."

7. Provide: The term "provide" means "to furnish and install, complete and ready for the intended use."

8. Installer: An "Installer" is the Contractor or an entity engaged by the Contractor, either as an employee, subcontractor, or sub-subcontractor for performance of a particular construction activity, including installation, erection, application, and similar operations. Installers are required to be experienced in the operations they are engaged to perform.

9. Unless otherwise indicated, the term "experienced," when used with the term "Installer" means having a minimum of 5 previous projects similar in size and scope to this Project, being familiar with the precautions required, and having complied with requirements of the authority having jurisdiction.

10. Project Site is the space available to the Contractor for performance of construction activities, either exclusively or in conjunction with others performing other construction activities as part of the Project. The extent of the Project Site is shown on the Drawings and may or may not be identical with the description of the land upon which the Project is to be built.

11. Testing Laboratories: A "testing laboratory" is an independent entity engaged to perform specific inspections or tests, either at the Project Site or elsewhere, and to report on and, if required, to interpret results of those inspections or tests.

1.3 SPECIFICATION FORMAT AND CONTENT EXPLANATION

A. Specification Format: These Specifications are organized into Divisions and Sections based on the latest Construction Specifications Institute's format and MASTER FORMAT numbering system.

B. Specification Content: This Specification uses certain conventions in the use of language and the intended meaning of certain terms, words, and phrases when used in particular situations or circumstances. These conventions are explained as follows:

1. Abbreviated Language: Language used in the Specifications and other Contract Documents is the abbreviated type. Implied words and meanings will be appropriately interpreted. Singular words will be interpreted as plural and plural words interpreted as singular where applicable and where the full context of the Contract Documents so indicates.
2. Imperative and streamlined language is used generally in the Specifications. Requirements expressed in the imperative mood are to be performed by the Contractor. At certain locations in the text, for clarity, subjective language is used to describe responsibilities that must be fulfilled indirectly by the Contractor, or by others when so noted.

   a. The words "shall be" shall be included by inference wherever a colon (:) is used within a sentence or phrase.

C. Assignment of Specialists: The Specification requires that certain specific construction activities shall be performed by specialists who are recognized experts in the operations to be performed. The specialists must be engaged for those activities, and assignments are requirements over which the Contractor has no choice or option. Nevertheless, the ultimate responsibility for fulfilling Contract requirements remains with the Contractor.

1. This requirement shall not be interpreted to conflict with enforcement of building codes and similar regulations governing the Work. It is also not intended to interfere with local trade union jurisdictional settlements and similar conventions.

2. Trades: Use of titles such as "carpentry" is not intended to imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespersons of the corresponding generic name.

1.4 DRAWING SYMBOLS


1.5 INDUSTRY STANDARDS

A. Applicability of Standards: Except where the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents. Such standards are made a part of the Contract Documents by reference. Individual Sections indicate which codes and standards the Contractor must keep available at the Project Site for reference.

B. Publication Dates: Where the date of issue of a referenced standard is not specified, comply with the standard in effect as of date of these specifications.

C. Updated Standards: At the request of the Architect, Contractor, or authority
having jurisdiction, submit a Change Order Request where an applicable code or standard has been revised and reissued after the date of the Contract Documents and before performance of Work affected. The Project Manager/Architect will decide whether to issue a Proposal Request to proceed with the updated standard.

D. Conflicting Requirements: Where compliance with two or more standards is specified, and they establish different or conflicting requirements for minimum quantities or quality levels, the most stringent requirement will be enforced, unless the Contract Documents indicate otherwise. Refer requirements that are different, but apparently equal, and uncertainties as to which quality level is more stringent to the Architect for a decision before proceeding.

E. Minimum Quantity or Quality Levels: In every instance the quantity or quality level shown or specified shall be the minimum to be provided or performed. The actual installation may comply exactly, within specified tolerances, with the minimum quantity or quality specified, or it may exceed that minimum within reasonable limits. In complying with these requirements, indicated numeric values are minimum or maximum values, as noted, or appropriate for the context of the requirements. Refer instances of uncertainty to the Project Manager/Architect for a decision before proceeding.

F. Copies of Standards: Each entity engaged in construction on the Project is required to be familiar with industry standards applicable to that entity's construction activity. Copies of applicable standards are not bound with the Contract Documents.

1. Where copies of standards are needed for performance of a required construction activity, the Contractor shall obtain copies directly from the publication source.

G. Abbreviations and Names: Trade association names and titles of general standards are frequently abbreviated. Where such acronyms or abbreviations are used in the Specifications or other Contract Documents, they mean the recognized name of the trade association, standards generating organization, authority having jurisdiction, or other entity applicable to the context of the text provision. Refer to the "Encyclopedia of Associations," published by Gale Research Co., available in most libraries.

1.6 GOVERNING REGULATIONS/AUTHORITIES

A. The Project Manager/Architect has contacted authorities having jurisdiction where necessary to obtain information necessary for the preparation of Contract Documents; that information may or may not be of significance to the Contractor. Contact authorities having jurisdiction directly for information and decisions having a bearing on the Work.
Copies of Regulations: Obtain copies of applicable regulations and retain at the Project Site, available for reference by parties who have a reasonable need for such reference.

1.7 SUBMITTALS

A. Permits, Licenses, and Certificates: For the County's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, and similar documents, correspondence, and records established in conjunction with compliance with standards and regulations bearing upon performance of the Work.

PART 2 - PRODUCTS
(Not Applicable)

PART 3 - EXECUTION
(Not Applicable)
SECTION 01 60 00 - MATERIALS AND EQUIPMENT

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

1.02 SUMMARY

A. This Section specifies administrative and procedural requirements governing the Contractor's selection of products for use in the Project.

B. Schedule of Submittals is included under Section 0133 00, "Submittals."

C. Standards: Refer to Section 01 42 00, "Definitions and Standards" for applicability of industry standards to products specified.

D. Administrative procedures for handling requests for substitutions made after award of the Contract are included under Section 01 25 13, "Product Substitutions."

1.03 DEFINITIONS

A. Definitions used in this Article are not intended to change the meaning of other terms used in the Contract Documents, such as "specialties," "systems," "structure," "finishes," "accessories," and similar terms. Such terms are self-explanatory and have well recognized meanings in the construction industry.

1. "Products" are items purchased for incorporation in the Work, whether purchased for the Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

   a. "Named Products" are items identified by manufacturer's product name, including make or model designation, indicated in the manufacturer's published product literature, that is current as of the date of the Contract Documents.

2. "Materials" are products that are substantially shaped, cut, worked, mixed, finished, refined or otherwise fabricated, processed, or installed to form a part of the Work.
3. "Equipment", is a product with operational parts, whether motorized or manually operated, that requires service connections such as wiring or piping.

1.04 DESCRIPTION

A. Material and equipment incorporated in the Work shall be:

1. New, unless otherwise specified.
2. In a condition acceptable to the County and the Project Manager/Architect
3. Suitable for the use intended.
4. In conformance with EPA codes and regulations and applicable air quality control district.

B. No material or equipment shall be used for any purpose other than that for which it is designed or specified.

C. No material shall contain asbestos.

D. No materials or products shall contain formaldehyde in excess of the amount recommended by the State of California Department of Health Services (DOHS).

1.05 TRANSPORTATION AND HANDLING

A. Deliver manufactured products in the manufacturer's original, unbroken containers or packaging, with identifying labels intact and legible.

B. Immediately on delivery, inspect shipments to assure compliance with the requirements of the Contract Documents and reviewed submittals, and to verify that products are properly protected and undamaged.

C. Handle products in a manner to avoid soiling and damaging the products and their packaging.

D. Promptly remove damaged and defective products from the site, and replace at no increase in Contract Sum.

1.06 STORAGE

A. Store manufactured products in accordance with the manufacturers' printed instructions, with seals and labels intact and legible.

1. Store products subject to damage by the elements in weather tight enclosures.
2. Maintain temperature and humidity within the ranges specified by the manufacturers.

B. Exterior Storage:

1. Store fabricated products above the ground, on blocking or skids, to prevent soiling and staining.

2. Cover products which are subject to deterioration with impervious sheet coverings; provide adequate ventilation to avoid condensation.

3. Store loose granular material in a well-drained area on solid surfaces to prevent mixing with foreign matter.

C. Arrange storage to facilitate inspection.

D. Periodically inspect stored products to assure that products are maintained under specified conditions and free from damage and deterioration.

E. Protection After Installation:

1. Provide substantial coverings as necessary to protect installed products from damage from traffic and construction operations. Remove coverings when no longer needed.

2. Maintain temperature and humidity conditions for interior equipment and finish products in accordance with the manufacturers’ printed instructions.

1.07 PRODUCT OPTIONS

A. For products indicated or specified only by reference standard, select any product meeting such standard.

B. For products indicated or specified by naming several products or manufacturers, select any one of the products or manufacturers named which complies with the specified requirements.

C. For products indicated or specified by naming only one product and manufacturer, there is no option.

D. Products not meeting the criteria hereinabove, shall be considered Substitutions, and shall be submitted as specified under "Substitution Procedure" Section 01630.

E. "Or accepted equal" means a product accepted by the Project Manager/Architect for use in the Work as being equivalent in essential attributes to the product indicated or specified in the Contract Documents. Reference product
1.08 QUALITY ASSURANCE

A. Source Limitations: To the fullest extent possible, provide products of the same kind, from a single source.

B. Compatibility of Options: When the Contractor is given the option of selecting between two or more products for use on the Project, the product selected shall be compatible with products previously selected, even if previously selected products were also options.

C. Nameplates: Except for required labels and operating data, do not attach or imprint manufacturer's or producer's nameplates or trademarks on exposed surfaces of products which will be exposed to view in occupied spaces or on the exterior.

1. Labels: Locate required product labels and stamps on a concealed surface or, where required for observation after installation, on an accessible surface that is not conspicuous.

2. Equipment Nameplates: Provide a permanent nameplate on each item of service-connected or power-operated equipment. Locate on an easily accessible surface, which is inconspicuous in occupied spaces. The nameplate shall contain the following information and other essential operating data:
   a. Name of product and manufacturer
   b. Model and serial number
   c. Capacity
   d. Speed
   e. Ratings

1.09 SUBSTITUTION PROCEDURE

A. Substitute Products: When the naming of one or more products is followed by "or accepted equal," a substitute product may be offered for consideration. A substitute product is a product other than those specified.

1. Submit offer of substitute product with Bid as an Alternate to Base Bid. List on an Alternate Proposal Sheet; show amount Base Bid will be decreased or increased if alternate is accepted.
2. If informed that a substitution is being considered, drawings, specifications, tests, performance data, and other pertinent information required to substantiate the equality of each substitute product.

OR

3. For a period 10 days after the execution of the Agreement, other products may be proposed in lieu of products identified in the Contract Documents.

4. After such time other products may be proposed only if a product indicated or specified can be proved to have subsequently become unavailable.

5. Whenever a product is identified in the Contract Documents by reference to manufacturer's name, trade name, catalog number, or the like, it is so identified for the purpose of establishing a standard, and products of other manufacturers may be equally acceptable, provided the proposed products are, in the opinion of the Project Manager/Architect, of equal quality, utility, and appearance.

6. In requesting acceptance of a product other than that identified in the Contract Documents, the Contractor represents that he:

   a. Has investigated the proposed product and determined that it is equal to or superior in all respects to that indicated or specified.
   b. Will furnish the same guarantees/warranties or bonds for the proposed product as for the product indicated or specified.
   c. Will coordinate the installation of the proposed product into the Work, and make such other changes as required to make the Work complete and in compliance with the Contract Documents and applicable regulatory requirements.
   d. Waives claims for additional costs associated with the proposed product that may subsequently become apparent.

B. Request for acceptance of a product other than that indicated or specified in the Contract Documents shall be submitted (to the County and) the Project Manager/Architect in written form and accompanied by sufficient information to enable proper evaluation to be made. Only one product may be proposed for a product identified in the Contract Documents. Submit with request:

1. Complete technical data, including drawings, performance specifications, cost data, samples, and test reports of the product proposed. Submit additional information, if required by the Project Manager/Architect.

2. Data similar to that specified for the item for which the product is proposed.
3. Effect on the construction schedule.

4. Complete breakdown of costs indicating the amount to be deducted from the Contract Sum if the proposed product is accepted.

5. Signed statement that the proposed product is in full compliance with the Contract Documents and applicable regulatory requirements.

6. List of other Work, if any, which may be affected by the proposed product. Be responsible for the effect of a proposed product upon related Work in the Project, and pay the additional costs generated by the product if it is accepted, including the cost of Project Manager/Architect’s additional services associated therewith.

7. Information on availability of maintenance service, and source of replacement materials.

8. Sample of manufacturer's standard form of guarantee or warranty for proposed product.

C. The Project Manager/Architect will review requests for proposed products with reasonable promptness and notify the Contractor, in writing, of his decision to accept or reject such products.

D. The Project Manager/Architect at his/her sole discretion will determine the acceptability of proposed products, and his determination shall be final.

E. Project Manager/Architect's Action: No consideration will be given to a substitute product unless, in the Project Manager/Architect's judgment, it complies with the following conditions.

1. It is equal in quality and serviceability.

2. Its use does not entail changes in details or related construction.

3. It is acceptable in regards to design and artistic effect.

4. There is cost, time, or both, advantage to County.

F. Notification: Written notification of decision will be given within a reasonable time after receiving the required technical data. Acceptable substitutions will be processed as Change Orders.

G. Acceptance of a product shall not relieve the Contractor from responsibility for the proper execution of the Work and any other requirements of the Contract Documents.
H. If a proposed product is not accepted, use the product originally specified or indicated.

I. No products other than those indicated or specified in the Contract Documents shall be purchased or incorporated in the Work without the Project Manager/Architect’s prior written acceptance.

PART 2 - PRODUCTS

2.01 PRODUCT SELECTION

A. General Product Requirements: Provide products that comply with the Contract Documents that are undamaged and unused at the time of installation.

1. Provide products complete with all accessories, trim, finish, safety guards and other devices and details needed for a complete installation and for the intended use and effect.

2. Standard Products: Where available, provide standard products of types that have been produced and used successfully in similar situations on other projects.

B. Product Selection Procedures: Product selection is governed by the Contract Documents and governing regulations, not by previous Project experience.

1. Visual Matching: Where Specifications require matching an established Sample, the Project Manager/Architect decision will be final on whether a proposed product matches satisfactorily.

   a. Where no product available within the specified category matches satisfactorily and also complies with other specified requirements, comply with provisions of the Contract Documents concerning "substitutions" for selection of a matching product in another product category, or for noncompliance with specified requirements.

2. Visual Selection: Where specified product requirements include the phrase "...as selected from manufacturer's standard colors, patterns, textures..." or a similar phrase, select a product and manufacturer that complies with other specified requirements. The Project Manager/Architect's will select the color, pattern and texture from the product line selected.
PART 3 - EXECUTION

3.01 INSTALLATION OF PRODUCTS

A. Comply with manufacturer's instructions and recommendations for installation of products in the applications indicated. Anchor each product securely in place, accurately located and aligned with other Work.

1. Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

END OF SECTION
SECTION 01 73 29 - CUTTING AND PATCHING

PART 1 - GENERAL

1.1 DESCRIPTION

A. This SECTION describes the requirements for performing cutting and patching; patching includes the insertion or projection of other products in or from a surface.

1.2 QUALITY ASSURANCE

A. Design Criteria:

   1. Patching shall achieve security, strength, and weather protection, as applicable, and shall preserve continuity of existing fire ratings.

   2. Patching shall successfully duplicate undisturbed adjacent finishes, colors, textures, and profiles. Where there is dispute as to whether duplication is successful or has been achieved to a reasonable degree, the County’s design consultant and County Project Manager’s judgment shall be final.

1.3 COORDINATION AND PROTECTION

A. Protect from damage all portions of the Work or work of the County or separate contractors adjacent to cutting or patching operations, including excavation.

B. Obtain written permission prior to commencing cutting, patching or excavation operations on the work of the County or any separate contractors.

C. Protect adjacent occupied spaces, roof membranes, and building envelope systems from damage during concrete cutting and coring.

D. Security of facility to be maintained at all times.

E. When requested in writing, allow the County or any separate contractor to perform reasonable cutting, patching or excavation operation on the Work.

1.4 SUBMITTALS

A. Cutting and Patching Proposal: Where approval of procedures for cutting and patching is required before proceeding, submit a proposal describing procedures well in advance of the time cutting and patching will be performed and request approval to proceed. Include the following information, as applicable, in the proposal:

   1. Describe the extent of cutting and patching required and how it is to be performed; indicate why it cannot be avoided.
2. Describe anticipated results in terms of changes to existing construction; include changes to structural elements and operating components as well as changes in the building's appearance and other significant visual elements.

3. List products to be used and firms or entities that will perform Work.

4. Indicate dates when cutting and patching is to be performed.

5. List utilities that will be disturbed or affected, including those that will be relocated and those that will be temporarily out-of-service. Indicate how long service will be disrupted.

6. Where cutting and patching involves addition of reinforcement to structural elements, submit details and Architecting calculations to show how reinforcement is integrated with the original structure.

7. Approval by the Designer to proceed with cutting and patching does not waive the Designer's right to later require complete removal and replacement of a part of the Work found to be unsatisfactory.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Materials shall be as specified in the applicable, individual SECTIONS of the Specifications and as required to match existing construction. Use materials that are identical to existing materials. If identical materials are not available or cannot be used where exposed surfaces are involved, use materials that match existing adjacent surfaces to the fullest extent possible with regard to visual effect. Use materials whose installed performance will equal or surpass that of existing materials.

PART 3 - EXECUTION

3.1 GENERAL

A. Perform cutting associated structural reinforcing, and patching in a manner to prevent damage to other Work and to provide proper surfaces for the installation of materials, equipment, and repairs.

B. Do not cut or alter structural members without prior consultation with the Project Manager.

C. Wherever practicable, employ original installer or fabricator providing Work under this Contract to perform cutting and patching for new:
1. Weather-exposed and moisture-resistant products.

2. Fireproofing.

3. Finished surfaces exposed to view.

D. Adjust and fit products to provide a neat installation.

E. Finish or refinish, as required, cut and patched surfaces to match adjacent finishes. Paint over complete surface plane, unless otherwise indicated. Over patched wall or ceiling surfaces, paint to nearest cutoff line for entire surface, such as intersection with adjacent wall or ceiling, beam, pilasters or to nearest opening frame, unless otherwise indicated. Painted surfaces shall not present a spotty, touched-up appearance.

3.2 INSPECTION

A. Before cutting existing surfaces, examine surfaces to be cut and patched and conditions under which cutting and patching is to be performed. Take corrective action before proceeding, if unsafe or unsatisfactory conditions are encountered.

1. Before proceeding, meet at the site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

3.3 PREPARATION

A. Temporary Support: Provide temporary support of Work to be cut.

B. Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of the Project that might be exposed during cutting and patching operations.

C. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

D. Take all precautions necessary to avoid cutting existing pipe, conduit or ductwork serving the building, but scheduled to be removed or relocated until provisions have been made to bypass them.

3.4 PERFORMANCE

A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay.

1. Cut existing construction to provide for installation of other components or performance of other construction activities and the subsequent fitting and patching
required to restore surfaces to their original condition.

B. Cutting: Cut existing construction using methods least likely to damage elements to be retained or adjoining construction. Where possible review proposed procedures with the original installer; comply with the original installer's recommendations.

1. In general, where cutting is required use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut holes and slots neatly to size required with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.

2. To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces.

3. Cut through concrete and masonry using a cutting machine such as a Carborundum saw or diamond core drill.

4. Comply with requirements of applicable Sections of Division-7 where cutting and patching requires repair of weather barriers, sheet metal flashing and trim, joint sealants.

5. By-pass and safe-off utility services such as pipe or conduit, before cutting, where services are shown or required to be removed, relocated or abandoned. Cut-off pipe or conduit in walls or partitions to be removed. Cap, valve or plug and seal the remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after by-passing and cutting.

C. Patching: Patch with durable seams that are as invisible as possible. Comply with specified tolerances.

1. Where feasible, inspect and test patched areas to demonstrate integrity of the installation.

2. Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.

3. Where removal of walls or partitions extends one finished area into another, patch and repair floor and wall surfaces in the new space to provide an even surface of uniform color and appearance. Remove existing floor and wall coverings and replace with new materials, if necessary to achieve uniform color and appearance.

   a. Where patching occurs in a smooth painted surface, extend final paint coat over entire unbroken area containing the patch, after the patched area has received primer and second coat.
4. Patch, repair or rehang existing ceilings as necessary to provide an even plane surface of uniform appearance.

3.5 CLEANING

A. Thoroughly clean areas and spaces where cutting and patching is performed or used as access. Remove completely paint, mortar, oils, putty and items of similar nature. Thoroughly clean piping, conduit and similar features before painting or other finishing is applied. Restore damaged pipe covering to its original condition.
SECTION 01 74 19 - CONSTRUCTION WASTE MANAGEMENT

PART I - GENERAL

1.0 1 WORK INCLUDED

A. Waste Management Objective for the Project:

1. The County has established construction waste management goals that require this Project to minimize the generation of construction and demolition waste at the site. Factors that contribute to waste, such as over-packaging, improper storage, ordering error, poor planning, breakage, mishandling, and contamination shall be minimized.

2. Waste disposal in local landfills shall be minimized and of the inevitable waste that is generated, as much of the waste materials as economically feasible shall be reused or recycled.

3. The expressed Construction Waste Management objective requires 'mandatory' participation by the Contractor.

B. Diversion From Landfill: Waste categories appropriate for diversion from landfill shall include, but not be limited to, the following:

1. Land clearing debris
2. Soil
3. Wood: Clean dimensional wood, palette wood
4. Sheet Wood: Plywood, OSB and particle board
5. Concrete
6. Concrete Masonry Units (CMU)
7. Asphalt Concrete and Cement Plaster
8. Paper
   a. Bond
   b. Newsprint
   c. Cardboard and paper packaging materials
9. Cement Fiber Products: Shingles, panels, and siding
10. Metals
   a. Ferrous
   b. Non-ferrous
11. Paint
12. Rigid Foam
13. Glass
14. Plastics
15. Carpet and pad
16. Beverage containers
17. Insulation
18. Gypsum Board
19. Porcelain Plumbing Fixtures
20. Fluorescent Light Tubes (per Dept. of Toxic Substances Control regulations)
21. Roofing Materials, Insulation Board, Sheet Metal Flashing

1.02 RELATED REQUIREMENTS
   A. Section 01 33 00: Submittal Procedures.
   B. Section 01 77 00: Closeout Procedures.

1.03 REFERENCES
   A. The California Integrated Waste Management Board (CIWMB); including the California Materials Exchange (CalMAX), Telephone 877-520-9703; www.ciwb.ca.gov/calmax/.
   B. Local Integrated Waste Management Programs and Re-Use Programs in the Project area.
   C. The Department of Toxic Substances Control (DTSC)
   D. Republic Garbage Services
1.04 DEFINITIONS

A. Construction, Demolition, and Land Clearing (CDL) Waste: Includes all non-hazardous solid wastes resulting from construction, remodeling, alterations, repair, demolition and land clearing, and material that is recycled, reused, salvaged or disposed as garbage.

B. Salvage: Recovery of materials for reuse.

C. Reuse: Making use of a material without altering its form. Materials can be reused on-site or reused on other projects off-site. Grinding of existing removed concrete for use as sub base road material would be an example.

D. Recycling: Process of sorting, cleaning, treating, and reconstituting materials for the purpose of using the material in the manufacture of a new product.

E. Source-Separated CDL Recycling: Process of separating recyclable materials in separate containers as they are generated on the job-site. The separated materials are hauled directly to a recycling facility or transfer station.

F. Co-mingled CDL Recycling: Process of collecting mixed recyclable materials in one container on-site. The container is taken to a material recovery facility where materials are then separated for recycling.

G. Approved Recycling Facility:
   1. A facility that can legally accept CDL waste materials for the purpose of processing the materials into an altered form for the manufacture of a new product.
   2. Material recovery Facility: General term used to describe a waste-sorting facility. Mechanical, hand separation, or a combination of both procedures, is used to recover recyclable materials.

1.05 WASTE MANAGEMENT

A. Manager: Contractor shall designate an on-site party (or parties) responsible for instructing workers and subcontractors, and overseeing and documenting results of Waste Management for the Project.

C. The Contractor shall develop a Waste Management Plan and review with Owner to obtain Owner's approval. Waste Management Plan to be prepared within thirty (30) days following Notice To Proceed.
C. Meetings: Contractor shall conduct Waste Management meetings with subcontractors who generate construction waste. Contractor shall present current status of the Waste Management at regular job-site meetings.

D. Materials Handling Procedures: Provide means by which waste materials will be protected from contamination and means to be employed in reuse or recycling of waste material consistent with requirements for acceptance by receiving facilities.

1. Separation Facilities: Contractor shall lay out and label a specific area to facilitate separation of materials for reuse and recycling. Recycling and waste bin areas shall be kept neat and clean and clearly marked in order to avoid contamination of materials.

2. Hazardous Wastes: Hazardous wastes shall be separated, stored, and disposed of according to local regulations, and in accordance with specifications for such work as may be included in this Project.

3. Instruction: Contractor shall provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to be used by all parties at appropriate stages of the Project.

1.06 WASTE MANAGEMENT REPORT

A. Upon completion of Work, including final cleanup, provide a final Waste Management Report containing the information listed below.

1. The total quantity of each waste material generated; and the date(s) removed from the job-site.

2. The percent of the total quantity generated of each material sent to landfill, the identity of the landfill (receiving facility), handling costs, transport costs, tipping fees paid at the landfill, and total landfill costs. Attach copies of manifests, weight tickets, receipts, and invoices.

3. For each material reused or recycled from the Project, include the percent of the total quantity generated, the identity of the receiving facility, the total costs of handling and transportation, and income. Attach manifests, weight tickets, receipts, and/or invoices.


B. Submit final Waste Management Report at completion of Project to document.

END OF SECTION
SECTION 01 77 00 - CONTRACT CLOSEOUT PROCEDURES

PART 1  - GENERAL

1.1  DESCRIPTION

   A. This SECTION describes the requirements for Contract closeout, including provisions for final cleaning, project record documents, operating and maintenance data, instruction of County's personnel, guarantees/warranties and bonds, service and maintenance contracts, preparation for final inspection, restoration of damaged Work, remedial Work, and extra materials.

1.2  RELATED REQUIREMENTS

   A. Documents 00 72 00/General Conditions of the Contract for Construction and 00 73 00/ Supplementary Conditions including all fiscal provisions, legal submittals and other administrative requirements.

   B. Section 01 11 00/ Summary.

   C. Section 01 31 00 Project Management and Coordination.

   D. Section 01 33 00/ Submittal Procedures.

   E. Any other applicable Section containing Closeout provisions and Commissioning.

1.3  CLOSEOUT PROCEDURES

   A. Comply with procedures stated in Document 00 72 00/ General Conditions of the Contract for Construction, Article 9/ Payments and Completion for final inspection, Completion of the Work, Acceptance of the Work payment and retention procedures.

   B. Contractor shall start developing and completing punch list items a minimum of 45 calendar days prior to the end of the Contract Time as specified Document 00 73 00/ Supplementary Conditions, Article 1.3, Time of Completion and Section 01 33 00/ Submittal Procedures.

   C. When Contractor considers the Work complete, the Contractor shall request, in writing, a final inspection to be conducted by the County Project Manager. The County Project Manager shall conduct a final inspection within 14 days of receipt of the written request. Prior to requesting a final inspection, the Contractor shall have the entire Work completed in accordance with all Contract Requirements, including, but not limited to, all punch list items, and submittal of all documents and products listed in this section and other sections of the Project Manual. It is recommended that the Contractor request the final inspection as early as possible, and prior to the end of Contract Time, to allow for completion of punch list items discovered to be incomplete during the final inspection and for a final re-inspection, to avoid
assessment of liquidated damages.

D. The date of Completion of the Work and Acceptance of the Work will be determined as specified in Document 00 72 00, Article 9, Payments and Completion.

E. Final cleaning shall be completed prior to occupancy or requesting a final inspection, whichever comes first.

1.4 FINAL CLEANING

A. Comply with applicable regulatory requirements during the conduct of cleaning and disposal operations. Special cleaning requirements for specific elements of the Work are included in appropriate Sections of Division 2 through 33.

B. Use cleaning materials that will not create hazards to health or property or cause damage to products or Work. Conduct cleaning and waste disposal operations in compliance with local laws and ordinances. Comply fully with federal and local environmental and anti-pollution regulations.

1. Do not dispose of volatile wastes such as mineral spirits, oil or paint thinner in storm or sanitary drains.

2. Burning or burying of debris, rubbish or other waste material on the premises will not be permitted.

C. Use cleaning materials and methods recommended by the manufacturers of the products to be cleaned.

D. Schedule operations to prevent dust and other contaminants resulting from cleaning operations from adhering to wet or newly finished surfaces.

E. Perform the following cleaning operations as applicable to the Work of this Contract:

1. Remove dust, dirt, grease, stains, fingerprints, labels, spilled and spattered, and other foreign materials from interior and exterior surfaces exposed to view.

2. Wash and shine glazing and mirrors.

3. Polish glossy surfaces to a clear shine.

4. Ventilating Systems:
   a. Clean permanent filters and replace disposable filters of units operated during construction.
   b. Clean ducts, blowers, and coils if units were operated without
filters during construction.

5. Vacuum and wipe insides of electrical panels and cabinetwork.


7. Rake clean ground surfaces.

8. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics and similar spaces.

9. Remove labels that are not permanent labels.

10. Touch-up and otherwise repair and restore marred exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored, or that show evidence or repair or restoration. Do not paint over "UL" and similar labels, including mechanical and electrical name places.

11. Wipe surfaces of mechanical and electrical equipment, elevator equipment and similar equipment. Remove excess lubrication, paint and mortar droppings and other foreign substances.

12. Remove all debris from roof areas; remove temporary protection measures at roof drain and over flow inlets.

1.5 PROJECT RECORD DOCUMENTS

A. Maintenance of Documents and Samples:

1. Store Project record documents and samples in field office apart from documents used for construction.

2. Maintain Project record documents in a clean, dry, legible condition and in good order.

3. Do not use Project record documents for construction.

B. Recording:

1. Record information carefully and neatly, with felt-tip pens, in color code designated, and in the manner approved in advance by the Designer.

2. Label each document "PROJECT RECORD" in large, neat, printed letters.

C. Record Drawings:
1. Record the following kinds of information on prints:

a. Changes made by Change Orders and other modifications described in the GENERAL CONDITIONS.

b. Locations of significant Work concealed inside the building whose general locations have been changed from those shown on the Contract Documents.

c. Locations of items, not necessarily concealed, which have been changed, with the Designer's prior acceptance, from the locations shown on the Contract Documents.

d. Revisions to routing of piping and conduit.

e. Revisions to electrical circuitry.

f. Actual equipment locations.

g. Duct size and routing.

h. In addition to the previously specified requirements for record drawings:

1. Keep up to date during the entire progress of the Work, and make available to the Designer and the Project Manager at any time.

2. Furnish additional drawings as necessary for clarification.

3. Record deviations from the sizes, locations, and other features of installations shown in the Contract Documents.

4. Establish locations of underground Work by dimensions to column lines or walls, locating turns, and by referenced centerline or invert elevations and rates of fall.

5. Give sufficient information to locate Work concealed in the building.

6. Drawing to Scale:

(a) Locate main runs of piping, conduit, ductwork, and similar items by dimensions.

(b) Locate other items either by dimensions or in relation to spaces within the building.
2. Furnish reproducible record drawings, made from final Shop Drawings which have been updated to show actual conditions, for Work specified in the individual Specification SECTIONS.

3. Mark completely and accurately record prints of Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions. Where Shop Drawings are marked, show cross-reference on Contract Drawing location.

4. Mark record sets with red non-erasable colored pencil/pen; use other colors to distinguish between changes for different categories of the Work at the same location.

5. Note Change Order numbers, Work Authorization numbers, and similar identification.

6. Responsibility for Mark-up: Where feasible, the individual or entity who obtained record data, whether the individual or entity is the installer, subcontractor, or similar entity, is required to prepare the mark-up on record Drawings.
   a. Accurately record information in an understandable Drawing technique.
   b. Record data as soon as possible after it has been obtained. In the case of concealed installation, record and check the mark-up prior to concealment.

D. "As-Built" Drawings:

1. At time of acceptance of the Work and prior to final payment, using the record drawings for reference, prepare electronic "As-Built" drawings using AutoCAD 2007 plan backgrounds furnished by Architect.

2. Employ and pay a professional draftsman to prepare the "As-Built" drawings from the record drawings, using AutoCAD 2007 or 2008.

3. After completing the preparation of electronic record drawings, print one full-size format image in Adobe Acrobat PDF file format of each Drawing, files shall be named to match the drawing sheet number as represented in the original Contract Documents set. Files shall be arranged in separate folders by discipline and shall be burned USB flash drives. AutoCAD files shall be placed in separate folders from Adobe Acrobat PDF files. Each drive shall be clearly labeled identifying the Project, contents and date. Provide three (3) copies to Project Manager.

4. After completing the preparation of the Record Drawings, print on bond
paper one (1) full size and three (3) half-size sets of each drawing set. Drawing sets shall be complete and include every sheet in the drawing set, whether or not changes and additional information were recorded. Organize the copies into manageable sets. Bind each set with durable paper covers sheets, with appropriate identification, including titles, dates and other information on cover sheets.

5. Organize and bind original marked-up set of prints that were maintained during the construction period in the same manner.

6. Submit the marked-up record set and copy onto USB flash drive media. Provide 3 copies to the Project Manager for County's records.

E. Specifications and Addenda:

1. Mark each Specification SECTION to record:
   a. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually incorporated in the Work.
   b. Changes made by Change Order and other modifications described in the GENERAL CONDITIONS.
   c. Edit original Adobe Acrobat PDF document specification files provided by Designer; strike out materials/manufacturers not used and insert text boxes to indicate all changes. When completed with the Record Specifications, burn onto either DVD or CD media. Each disc shall be clearly labeled with a machine printed label or laser inscribed markings identifying the Project, contents and date of disc. Provide four (4) copies to Project Manager.
   d. inscribed markings identifying the Project, contents and date of disc. Provide four (4) copies to Project Manager.

F. Large-Scale Coordination Drawings:

1. The preparation of large-scale, detailed coordination drawings may be required for the Work of DIVISIONS 03, 04, 05, 21, 22, 23, 26, 27, 28 and 33 of these Specifications, other Sections may also be applicable. These coordination drawings are not Shop Drawings as defined by the GENERAL CONDITIONS, but, together with Shop Drawings or coordination drawings of other affected Work, are used to check, coordinate, and integrate the various types of Work.

2. If furnished, include the coordination drawings as part of the Project record documents.

G. As-Built Construction Schedule: Using as a basis the latest, updated Progress
Schedule required by SECTION 01 33 00 "SUBMITTAL PROCEDURES," prepare and transmit a Record Construction Schedule to indicate the actual dates and durations of the various construction activities.

H. Sign and date the completed Project record documents and transmit them to the Designer, who will forward them to the County after final acceptance of the Work.

1.6 OPERATION TESTS

A. Reference all Specification Section 01 91 00/ Commissioning and other Sections that provide for Commissioning.

B. Conduct operational tests as required to demonstrate that all systems have been completed and are in compliance with all requirements.

C. Furnish a written record of test results using recording type instruments where applicable.

1.7 OPERATING, MAINTENANCE, AND PRODUCT DATA

A. Reference all Specification Section 01 91 00/ Commissioning and other Sections that provide for Commissioning.

B. General: Where maintenance manuals, record data, and operating instructions are required in the individual Specification SECTIONS; and manufacturers' product data, specifications, installation instructions, and maintenance instructions for products incorporated in the Work; prepare such in three-ring, durable, plastic binders sized for 8-1/2" x 11" sheets and including at least the following:

1. Identification on, or readable through, the front cover with the Project name and address and the general subject matter contained in the manual.

2. Neatly typewritten index near the front of the manual furnishing immediate information as to locations in the manual of all emergency data regarding the equipment included in the manual.

3. Complete instructions regarding operation and maintenance of the equipment included in the manual.

4. Complete nomenclature of replaceable parts, their part numbers, current cost, and name and address of nearest source of parts.

5. Copy of each guarantee/warranty and service contract issued for the equipment included in the manual.

6. Prepare and include additional data as required for the instruction of the
County's operating and maintenance personnel.

C. Extraneous Data: Where contents of manuals include manufacturers' catalog pages, clearly indicate the items included in this installation and delete, or otherwise clearly indicate, data, which is not applicable to this installation.

D. Shop Drawings: With each copy of the manual, furnish one set of applicable reviewed Shop Drawings showing changes made during construction.

E. Number of Copies Required:

1. Transmit manuals in the quantity which is required to be returned, plus the following, unless otherwise specified, which will be retained by the Designer for forwarding to the County after acceptance of the Work.
   a. Two hard copies and digital files of Mechanical, Security, Building Management System and Electrical manuals.
   b. Digital copies of all other manuals.

F. Submittal Schedule: Comply with the following schedule for submittal of operating and maintenance manuals.

1. Before submittal of Request for Final Payment, when each installation that requires submittal of operating and maintenance manuals is nominally complete, submit two copies of each manual to the Designer for review. Include a complete index or table of contents of each manual.

2. The Designer will return one copy with comments within fifteen days of receipt.

3. Submit one copy of the manuals in final form at least fifteen days before Final Inspection. This copy will be returned within fifteen days after Final Inspection, with comments.

4. After Final Inspection make corrections or modifications to comply with the Designer's comments. Submit the specified number of copies of each approved manual to the Designer within fifteen days of receipt of the Designer's comments.

1.8 INSTRUCTION OF THE COUNTY'S PERSONNEL

A. Where specified in the individual Specification SECTIONS, furnish qualified personnel for on-the-job instruction of the County's operating and maintenance personnel.

B. Furnish instruction, including special start-ups and running time, changing from...
heating to cooling cycles, prior to occupancy of the building, at no additional expense to the County.

C. Training:

1. Schedule training to conform to personnel availability at the facility and to conclude prior to start up of system. The base duration of training shall be determined by the complexity of the system or equipment and shall be done by qualified instructors from the manufacturer or contractor.

2. As part of the operator's training, one lesson plan shall be devoted to reviewing of videotape that shall be incorporated into the training program to allow new employees to view the tape at their own convenience and be able to comprehend the system without the need for an instructor in attendance.

3. Prepare videotapes to assist maintenance personnel in trouble-shooting the systems and making routine repairs. All videotapes shall be made at the Project facility to ensure that the video portrayal is representative of the true systems.

4. In addition to written technical descriptions, the training shall lay out prescribed hands-on-training under the supervision of others who have previously completed the training program. The foregoing techniques are to be developed to produce a program that is self-perpetuating and permits a high level of operator training in the event of high turnover rates among those who are assigned to duties in maintenance.

1.9 GUARANTEES/WARRANTIES AND BONDS

A. General:

1. Manufacturers' warranties notwithstanding warrant the entire Work against defects in materials and workmanship for 12 months from the date of acceptance. Other specified warranties may call for longer warranty period and should be submitted as such.

2. Guarantee/warranty or bond Work as required in the individual Specification SECTIONS.

3. Warranties between the Contractor and manufacturers, and the Contractor and suppliers, shall not affect guarantees/warranties between the Contractor and the County.

4. The Contractor will not be held responsible for defects due to misuse, negligence, willful damage, improper maintenance, or accident caused by others, nor shall he be responsible for defective parts whose replacement is necessitated by failure of the County's maintenance forces to properly clean and service them, provided the Contractor has furnished complete
maintenance instructions to the County.

5. Compile specified guarantees/warranties and bonds.

6. Co-execute as required.

7. Review guarantees/warranties and bonds to verify compliance with Contract Documents.

8. Transmit to the Designer for review. The Designer will forward guarantees/warranties and bonds to the County after acceptance of the Work.

B. Form of Guarantee/Warranty:

1. Submit the guarantees/warranties, typed on the Contractor's letterhead if for the entire Work, or on the Subcontractor's letterhead if for the Work of a Specification Section.

2. Provide guarantee/warranty verbiage in compliance with the standard guarantee/warranty form provided at the end of this section.

C. Submittal Requirements:

1. Time of Submittal:
   a. For equipment or component parts of accepted equipment put into service for the County's benefit during the progress of the Work, submit guarantees/warranties within 10 days after acceptance of the Work.
   b. Otherwise, submit guarantees/warranties within 10 days after date of Substantial Completion, prior to request for Final Payment.
   c. For items of Work where acceptance is delayed materially beyond the date of Substantial Completion, furnish updated submittal within 10 days after such delayed acceptance, listing the date of delayed acceptance as the start of the guarantee/warranty period.

2. Form:
   a. Assembled in durable, three-ring plastic binders sized for 8-1/2" x 11" sheets. Fold larger sheets to fit into binders.
   b. Identification on, or readable through, the front cover with the Project name and address, the Contractor's name and address, and the title "GUARANTEES/WARRANTIES AND BONDS".
3. Number of Original Signed Copies Required: Two each.

D. Review Meeting: 11 months following date of acceptance, hold a meeting for the purpose of review of, and action upon, guarantees/ warranties, bonds, and service and maintenance contracts, as specified in SECTION 01 31 19 "PROJECT MEETINGS" for follow-up meeting.

E. WARRANTY REQUIREMENTS

1. Related Damages and Losses: When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.

2. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.

3. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the County has benefited from use of the Work through a portion of its anticipated useful service life.

4. County's Recourse: Written warranties made to the County are in addition to implied warranties, and shall not limit the duties, obligations, right and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the County can enforce such other duties, obligations, rights, or remedies.

   a. Rejection of Warranties: The County reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.

5. The County reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entities required to counter-sign such commitments are willing to do so.

1.10 SERVICE AND MAINTENANCE CONTRACTS

A. Compile, review, and transmit specified service and maintenance contracts as specified for guarantees/warranties and bonds.
1.11 PREPARATION FOR FINAL INSPECTION

A. Perform final cleaning as specified hereinbefore.

B. Assemble guarantees/warranties, service and maintenance contracts, operating and maintenance instructions, and other items as specified, and transmit to the Designer, who will forward them to the County after final acceptance of the Work.

1.12 RESTORATION OF DAMAGED WORK

A. Restore or replace, as specified or determined by the Designer, material and finishes damaged from construction activities at no additional expense to the County.

B. Restoration shall be equal to the original Work, and finishes shall match the appearance of existing adjacent Work.

1.13 REMEDIAL WORK

A. Remedial Work necessary owing to faulty workmanship or materials shall be at no additional expense to the County.

B. Work shall be coordinated with the County and performed at such time and in such manner to cause minimal interruption and inconvenience to the County's operations.

1.14 SPARE PARTS and EXTRA MATERIALS

A. Where required in the individual Specification SECTIONS, furnish spare parts and extra materials in the quantities and manners specified. Prior to submitting any parts and materials submit a list of all extra parts and materials required in the specification sections.

B. Delivery and certification of such extra spare parts and materials shall be a prerequisite to Substantial Completion. Deliver to Project Manager for sign-off.

C. Package in clearly identifiable boxes.

1. Indicate manufacturer's name, part name, and stock number.

2. Indicate piece of equipment part or tool is for.

3. Indicate name, address and phone number of closest supplier.

1.15 MISCELLANEOUS RECORD SUBMITTALS

A. Refer to other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities.
Immediately prior to Final Acceptance, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for use and reference. Submit to the Project Manager for the County's records.

1.14 WARRANTY BOND

A. Prior to Final Payment, Contractor shall post a one-year Warranty Bond in the amount of 10% of the Final Contract Price.
GUARANTEE/WARRANTY

____________________________ (Contractor) hereby unconditionally guarantees that the
Work described in SECTIONS ____________ performed pursuant to the Claybank Campus
Perimeter Security Fence Replacement Project at 2500 Claybank Road, Fairfield, CA has been
done in accordance with the requirements of the Contract Documents and further guarantees
the Work of the contract to be and remain free of defects in workmanship and materials for a
period of one year(s) from the date of recordation of a Notice of Completion, Notice of
Cessation, or actual cessation of Work, whichever is longer. The Contractor hereby agrees to
repair or replace any and all Work, together with any adjacent Work which may have been
damaged or displaced in so doing, that may prove to be defective in its workmanship or material
within the guarantee period specified, without any expense whatsoever to Solano County;
ordinary wear and tear, and unusual abuse and neglect only excepted. The Contractor has
provided Contract bonds which will remain in full force and effect during the guarantee period.

The Contractor agrees that within ten (10) calendar days after being notified in writing by Solano
County of any Work not in accordance with the requirements of the Contract or any defects in
the Work, he will commence and prosecute with due diligence all Work necessary to fulfill the
terms of this guarantee, and to complete the Work within a reasonable period of time. In the
event he/she fails to so comply, he/she does hereby authorize Solano County to proceed to
have such Work done at the Contractor's expense and he/she will pay the cost thereof upon
demand. The County shall be entitled to all costs, including reasonable attorney fees,
necessarily incurred upon the Contractor's refusal to pay the above costs.

Notwithstanding the foregoing paragraph, in the event of an emergency constituting an
immediate hazard to the health or safety of the employees or property of Solano County, the
County may undertake at the Contractor's expense without prior notice, all Work necessary to
correct such hazardous condition when it was proven to be defective in its workmanship or
materials, and to charge the same to the Contractor as specified in the preceding paragraph.

The guarantee set forth herein is not intended by the parties, nor shall it be construed, as in any
way limiting or reducing Solano County's rights to enforce all terms of the Contract Documents
referenced hereinafore or the time for enforcement thereof. This guarantee is in addition to,
and not in lieu of, the County's rights on all other guarantees and warranties required by the
Contract Documents.

_________________________  ___________________________  __________
Subcontractor Signature     Address, License Number     Date

_________________________
Contract Closeout Procedures

Project Manual - Bid Set
WARRANTY BOND

KNOW ALL THESE MEN BY THESE PRESENTS:

That, ________________________________________(hereinafter called the Principal), as Principal, and _____________________________, a corporation organized and existing under the laws of the State of ___________________, with its principal office in the City of ____________________, (hereinafter called the Surety), as Surety, are held and firmly bound unto SOLANO COUNTY (hereinafter called the Obligee), in the amount of ____________Dollars ($_____) for the payment whereof, well and truly be made, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the_____ day of ______________, 20__, to the Claybank Campus Perimeter Security Fence Replacement Project at 2500 Claybank Road, Fairfield, CA, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall maintain and remedy said work free from defects in materials and workmanship for a period of ____ year(s) effective _____________. Then this obligation shall be null and void; otherwise remain in full force and effect.

Witness our hands this ___________ day of ____________, 20__.

____________________________________
Principal      Seal

By

____________________________________
Surety        Seal

By

Agency of Record

Agency Address
SECTION 31 10 00 – CLEARING AND GRUBBING

PART 1 - GENERAL

1.1 DESCRIPTION

A. This SECTION describes the requirements for performing clearing and grubbing.

1.2 ENVIRONMENTAL REQUIREMENTS

A. Burning is not permitted.

B. Clearing or grubbing:

1. Do not perform during weather conditions which may produce runoff from the site.

2. Resumption of clearing and grubbing will be determined by the Owner’s Representative.

1.3 SUBMITTALS

A. Submit plan for debris removal or disposal.

PART 2 - EXECUTION

2.1 PREPARATION

A. Perform site preparation Work in accordance with the Contract Documents.

B. Verify field measurements are as shown on the Contract Documents.

C. Determine with the Owner’s Representative existing utilities and other elements that are to remain.

D. Protect elements surrounding the site from damage.

2.2 SITE CLEARING

A. Clear site of trees, shrubs, and other vegetation, except for those indicated to remain. Clearing and grubbing must consist of:

1. Clearing the area within the limit of work of all objectionable plant material, to include roots, snags, brush, grass, weeds, and similar undesirable vegetation and any other debris found at the site not specified as improvements to be included as part of this project. All such materials must be removed from the site and disposed of in an acceptable manner.
2. In addition to the clearing of vegetation growth, the area must be grubbed to a depth of [6] inches below finish grade, of debris and rocks over [4] inches in size. Said material must be removed from the site and disposed of in an acceptable manner.

3. Grind down stumps and remove roots, obstructions, and debris to a depth of [18] inches below exposed subgrade.

4. Chip brush, branches, and trees and dispose of off-site.

B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.

C. Remove existing above-grade and below-grade improvements as shown on the Contract Documents or found on site and require removal in order to facilitate new construction. For items found on-site that are not identified in the Contract Documents, Contractor must coordinate with the Owner’s Representative for removal. Contractor will be compensated by change order for removal and disposal of below grade improvements not shown or specified in the Contract Documents.

2.3 DEBRIS DISPOSAL

A. Remove all cleared and grubbed material from the prepared site areas.

B. Dispose of excess soil material offsite at the designated onsite excess fill disposal area. The fill disposal area must be where indicated in the Contract Documents.

C. Dispose of trash, demolished material, and debris at approved landfill sites.

D. Burning is not permitted.

END OF SECTION
SECTION 31 25 00 – EROSION AND SEDIMENTATION CONTROLS

PART 1 - GENERAL

1.1 DESCRIPTION
A. This SECTION describes erosion and sediment control measures.

1.2 SUBMITTALS
A. Submit, under provisions of Division 01 33 00, product data and certificates of compliance for all materials proposed to be used under this section.

1.3 SCHEDULE
A. Construct erosion control measures early in the project, but no later than the start of excavation or hard demolition.
B. Stake grading areas after receiving the Notice to Proceed and before any grading operations have taken place.

PART 2 - PRODUCTS

2.1 MATERIALS
A. Fiber Rolls/ Durawattle:
   1. Prefabricated rolls of straw, flax, foam or similar material.
   2. Rolled tubes of erosion control blanket/mat:
      a. Roll length of erosion control blanket/mat into a tube of minimum 8 inch diameter.
      b. Bind roll at each end and every 4 feet along length of roll with jute-type twine.

PART 3 - EXECUTION

3.1 LIMITS OF WORK
A. Confine soil disturbance, grading and machinery access to the construction areas shown on the Contract Documents.
B. No payments will be made for additional Work or damages caused by the Contractor’s performance of the Work, either inside or outside the County property.
3.2 FIBER ROLLS

A. Locate fiber rolls on level contours spaced as follows:

1. Slope inclination of 4:1 (h:v) or flatter: fiber rolls are to be placed at a maximum interval of 20 feet. Slope inclination between 4:1 and 2:1 (h:v): fiber rolls are to be placed at a maximum interval of 15 feet.

2. Slope inclination 2:1 (h:v) or greater: fiber rolls are to be placed at a maximum interval of 10 feet.

3. Fiber rolls at the toe of slopes greater than 5:1 (h:v) are to be a minimum of 20-inch diameter or installations achieving the same protection (i.e. Stacked smaller diameter fiber rolls, etc.).

   B. Turn the ends of the fiber roll up-slope to prevent runoff from going around the roll.

   C. Stake fiber rolls into a 2 to 4 inch deep trench with a width equal to the diameter of the fiber roll.

   D. Drive stakes at the end of each fiber roll and spaced 4 feet maximum on center.

   E. Use wood stakes with a nominal classification of 0.75 inches by 0.75 inches and minimum length of 24 inches.

   F. If more than one fiber roll is placed in a row, the rolls should be overlapped, not abutted.

3.3 WIND EROSION / AIR POLLUTION CONTROL

A. Prevent wind erosion and air pollution by wetting down or applying other approved dust control measures to the work site. Control the generation of dust which could violate State and Local air pollution control standards, damage on-site/off-site facilities, and/or impact crops growing on adjacent properties.

B. Apply water or other dust control measures to common areas that will be used by all Bid Package Contractors. Coordinate dust control work performed under this contract with the dust control work of other Bid Package Contractors.

3.4 WATER POLLUTION CONTROL

A. Comply with laws, rules, and regulations of the State of California, U.S. Army Corps of Engineers, and the Environmental Protection Agency prohibiting the pollution of lakes, oceans, bays, wetlands, streams, or river waters from the placing or dumping of refuse, construction materials, soils, or debris. In the event of a conflict, the most stringent requirement must govern.

3.5 EQUIPMENT MAINTENANCE

A. Perform equipment repairs and maintenance including lubrication and fueling at sites approved by the Owner’s Representative.
3.6 EMERGENCY TREATMENT

A. In the event of precipitation during construction which produces contaminated runoff from the project site, immediately provide additional erosion control measures such as check dams, temporary sediment basins, or other controls as necessary to prevent site runoff. Coordinate additional erosion control activities and measures with the Owner's Representative.

3.7 MAINTENANCE

A. Inspect all erosion control features immediately after each precipitation event that produces runoff at the erosion control installation and at least daily during prolonged events. Make required repairs to restore the erosion control function immediately.

B. Inspect local roads to the site and roads adjacent to the construction entrance(s), daily. Sweep or vacuum daily to remove visible sediment and prior to forecasted rain events.

C. Maintain erosion control features throughout project construction. Unless shown or specified to be removed, leave all erosion control features in good condition.

D. Remove sediment deposits that exceed one-third the height of the barriers.

E. Dispose of sediment deposits on-site at a location shown on the Contract Documents and acceptable to the Owner’s Representative. Leave the disposal area in a neat free draining condition.

END OF SECTION
SECTION 32 13 13 – SITE CONCRETE

PART 1 - GENERAL

1.1 DESCRIPTION

A. This SECTION describes the requirements for fence footings and minor site concrete as needed to repair or replace existing features damaged by construction of the work.

1.2 REFERENCES

A. The term “State Standard Specifications” is understood to refer to the Standard Specifications of the State of California, Business, Transportation and Housing Agency, Department of Transportation (CALTRANS), 2018 edition. In case of conflict between the Standard Specifications and these specifications, these specifications shall govern.

1. Any provisions for measurement and payment specified within the State Standard Specifications shall be disregarded and the provisions of this contract shall govern.


1.3 SUBMITTALS

A. Product Data: Submit product technical data acknowledging that products meet requirements of standards referenced.

B. Manufacturer’s Installation Instructions: Indicate special procedures required to install Products specified.

C. Manufacturer’s Certificate: Certify that products meet or exceed specified requirements.

D. Submit concrete mix design.

PART 2 - PRODUCTS

2.1 FORM MATERIAL

A. Forms: State Standard Specifications, Section 51.
2.2 CONCRETE

A. Concrete shall conform to Section 73, Paragraph 73-1.01 of the State Standard Specifications.

   1. Cement: Type II, low alkali cement with Class F fly ash used at a rate between 15 and 35 percent of the total cementitious material by weight.

2.3 ACCESSORIES


2.4 CONCRETE MIX DESIGN

A. Concrete Properties:

   1. Minimum Compressive Strength, when tested in accordance with ASTM c39 at 28 days: 3,000 psi.
   3. Maximum Water-Cementitious Ratio: 0.50.
   4. Maximum Penetration: 1.5 inches.

PART 3 - EXECUTION

3.1 FORMS AND SCREED CONSTRUCTION

A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides for paving to required lines, grades, and elevations. Install forms to allow continuous progress of work and so that forms can remain in place at least 24 hours after concrete placement.

B. Clean forms after each use and coat with form release agent as required to ensure separation from concrete without damage.

C. Fixed forms for concrete curbs shall comply with Section 73-2.03B of the State Standard Specifications and extruded or slip forms for concrete curbs shall comply with Section 73-2.03C of the State Standard Specifications.

D. Form work for concrete sidewalks, gutter depressions, island paving, curb ramps and driveways shall conform with Section 73-3.03 of the State Standard Specifications.
3.2 CONCRETE PROTECTION AND CURING

A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with the recommendations of ACI 306R for cold weather protection and ACI 305R for hot weather protection during curing.

B. Protect surrounding areas, landscaping, and adjacent horizontal and vertical surfaces.

C. Curing: Apply wax-based white pigment curing compound conforming to ASTM C309, Type 2, Class A, per manufacturer’s recommendations.

D. Removal of Forms: Remove no sooner than at seven [7] days after each pour.

E. Cleaning:

1. Removal: Remove all projecting fins, bolts, wire, nails, etc., not necessary for the work, or cut them back 1 in. from the surface and patch in an inconspicuous manner.

2. Snap Ties: Immediately after removal of forms, cut off snap ties extending from the face of concrete to at least 1 in. deep in the concrete. Fill or plug as detailed in Drawings.

3. Voids: Fill holes with a 1:3 cement/sand mortar with the same color as the adjoining concrete. Mix and place the mortar as dry as possible and finish flush with the adjacent surface.

F. Patching of Walls:

1. Corrective Patching: Correct all defects in concrete work. Chip all voids to a depth of at least 1 in. with the edges perpendicular to the surface and parallel to form markings. Fill all voids, surface irregularities, or honeycombing by patching or rubbing. Insure that all concrete surfaces so repaired duplicate the appearance of the unpatched work.

2. Finishing: Work finish surface texture as specified above.

G. Defective Work: Remove in its entirety and replace all defective concrete work which after corrective patching, rubbing, etc., fails to duplicate the appearance of unpatched work and/or conform to the standards set forth in these Specifications.

3.3 TOLERANCES

A. Maximum Variation of Surface Flatness: ¼ inch in 10 feet.

B. Maximum Variation From True Position: ¼ inch.
C. Joint Spacing: 0.5 inch.

D. Score Joint Depth: Plus 0.25 inch, no minus.

E. Joint Width: Plus 0.125 inch, no minus.

3.4 FIELD QUALITY CONTROL

A. Testing Services: Testing shall be performed by Owner and coordinated with contractor according to the following requirements.

1. Sampling Fresh Concrete: ASTM C 172, except modified for slump to comply with ASTM C 94.

2. Slump: ASTM C 143; 1 test at point of placement for each compressive-strength test but no less than 1 test for each day’s pour of each type of concrete. Additional tests will be required when concrete consistency changes.

3. Air Content: ASTM C 231, pressure method; 1 test for each compressive-strength test but no less than 1 test for each day’s pour of each type of air-entrained concrete.

4. Concrete Temperature: ASTM C 1064; 1 test hourly when air temperature is 40 degrees Fahrenheit and below and when 80 degrees Fahrenheit and above, and 1 test for each set of compressive-strength specimens.

5. Compression Test Specimens: ASTM C 31/C 31M; 1 set of 4 standard cylinders for each compressive-strength test, unless directed otherwise. Cylinders shall be molded and stored for laboratory cured test specimens unless field-cured test specimens are required.

6. Compressive-Strength Tests: ASTM C 39; 1 set for each day’s pour of each concrete class exceeding 5 cu. yd. but less than 25 cu. yd., plus 1 set for each additional 50 cu. yd. Test 1 specimen at 7 days, test 2 specimens at 28 days, and retain 1 specimen in reserve for later testing if required.

B. When frequency of testing will provide fewer than 5 strength tests for a given class of concrete, conduct testing from at least 5 randomly selected batches or from each batch if fewer than 5 are used.

1. When strength of field-cured cylinders is less than 85 percent of companion laboratory cured cylinders, evaluate current operations and provide corrective procedures for protecting and curing the in-place concrete.
2. Strength level of concrete will be considered satisfactory if averages of sets of 3 consecutive strength test results equal or exceed specified compressive strength and no individual strength test result falls below specified compressive strength by more than 500 pounds per square inch.

C. Test results will be reported in writing within 24 hours of testing. Reports of compressive strength tests shall contain the following.

1. Project identification name and number.
2. Date of concrete placement.
3. Name of concrete testing agency.
4. Concrete type and class.
5. Location of concrete batch in paving.
6. Design compressive strength at 28 days.
7. Concrete mix proportions and materials.
8. Compressive breaking strength, and type of break for both 7-day and 28-day tests.

D. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted but shall not be used as the sole basis for acceptance or rejection.

3.5 PROTECTION

A. Immediately after placement, protect paving from premature drying, excessive hot or cold temperatures, and mechanical injury.

B. Do not permit pedestrian or vehicular traffic over pavement for 7 days minimum after finishing.

END OF SECTION
SECTION 32 31 13 – CHAIN LINK FENCES AND GATES

PART 1 - GENERAL

1.1 DESCRIPTION

A. This SECTION describes all labor, materials, and equipment necessary for furnishing and installing chain link fence, gates and accessories in conformance with lines, grades, and details shown.

1.2 MANUFACTURER'S QUALIFICATIONS

A. Fence, gates, and accessories shall be products of manufacturers regularly engaged in manufacturing items of type specified.

1.3 SUBMITTALS

A. Manufacturer's Literature and Data: Chain link fencing, gates and all accessories.

B. Manufacturer's Certificates: Zinc-coating complies with specifications.

C. Shop Drawings for hardstand fence and gates.

D. Certification that fence alignment meets requirements of contract documents.

1.4 APPLICABLE PUBLICATIONS

A. The publications listed below form a part of this specification to the extent referenced. The publications are referenced in the text by the basic designation only.

B. American Society for Testing and Materials (ASTM):

   A121-07 ............Metallic Coated Carbon Steel Barbed Wire

   A392-07 ............Zinc-Coated Steel Chain-link Fence Fabric

   A491 .................Aluminum-Coated Steel Chain-Link Fence Fabric

   A585 .................Aluminum-Coated Steel Barbed Wire

   C94-12 ...............Ready-Mixed Concrete

   F567-11a ............Installation of Chain-Link Fence

   F626-08 ............Fence Fittings
F900……………..Industrial and Commercial Swing Gates

F1184-05………….Industrial and Commercial Horizontal Slide Gates

F2200-11b………..Automated Vehicular Gate Construction F900-11 Industrial and Commercial Swing Gates

F1043-11a…………Strength and protective Coatings on Metal Industrial Chain-Link Fence Framework.

F1083-10…………..Pipe, Steel, Hot-Dipped Zinc-Coated (Galvanized) Welded, for Fence Structures.

1.5 WARRANTY

A. Special Warranty: Installer agrees to repair or replace components of chain-link fences and gates that fail in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, the following:
   a. Failure to comply with performance requirements.
   b. Deterioration of metals, metal finishes, and other materials beyond normal weathering.

2. Warranty Period: five (5) years from date of Substantial Completion.

PART 2 – PRODUCTS

2.1 GENERAL

Material shall conform to that above referenced publications for ferrous metals, zinc coated; and detailed specifications forming the various parts thereto; and other requirements specified herein. Zinc-coat metal members (including fabric, gates, posts, rails, hardware and any other ferrous metal items) after fabrication shall be reasonably free of excessive roughness, blisters and sal-ammoniac spots.

2.2 CHAIN-LINK FABRIC

A. Steel Chain Link Fabric: 2” mesh, 9 gauge, 10’ high. Twisted top selvage, twisted bottom selvage.

1. Zinc-Coated Steel Fabric: All fabric shall be hot dipped galvanized with a minimum zinc coating weight per ASTM A392.
2. Fabric Selvage: Standard fabric selvage for 2in (50mm) mesh 72 in. (1.8m) high and over is twisted finish at both ends.

2.3 STEEL FENCE FRAMEWORK

A. Metal Posts for Chain Link Fence: ASTM F 1083, zinc-coated. Group IA, with external coating Type A steel pipe. Group IG steel pipe, zinc-coated with external coating Type A or Type B and Group II, roll formed steel sections, shall meet the strength and coating requirements of ASTM F 1043. Group III ASTM F 1043 steel H-section may be used for line posts in lieu of line post shapes specified for the other classes. Sizes shall be as shown on the drawings. Line posts and terminal (corner, gate, and pull) posts selected shall be of the same designation throughout the fence. Gate post shall be for the gate type specified subject to the limitation specified in ASTM F 900 and /or ASTM F 1184.

1. End, corner, pull post: 4” size

2. Brace Rails, top, bottom, and intermediate rails, (2.375”) OD, 2.27 lb/ft

2.4 BARBED WIRE

A. Zinc Coated Steel Barbed Wire: Double 12 ½ gauge (0.099 in.) (2.51mm) twisted strand wire, class 3 in accordance with ASTM A121. Or aluminum coated type I in accordance with ASTM A 585. Barbed wire shall be 4 point 12.5 gauge (0.099 in.) (2.51 mm) steel round barbs spaced 5 inches (127 mm) on center.

2.5 FITTINGS

A. Tension and Brace Bands: Galvanized pressed steel, minimum steel thickness of 12 gauge (0.105 in.) (2.67), minimum width of 3/4 in. (19) mm) and minimum zinc coating of 1.20 oz/ft² (366 g/m²). Bands supplied with 5/16 in. (7.94 mm) or 3/8in. (9.53 mm) galvanized steel carriage bolts.

B. Terminal Post Caps, Line Post Loop Tops, Rail and Brace Ends, Boulevard Clamps, Rail Sleeves: Pressed steel galvanized after fabrication having a minimum zinc coating of 1.20 oz/ft² (366 g/m²).

C. Truss Rod Assembly: Truss rods shall be furnished for each terminal post. Truss rods shall be provided with turnbuckles or other equivalent provisions for each terminal post.5/16in.(7.94 mm) diameter steel truss rod with a pressed steel tightener, minimum zinc coating of 1.2 oz/ft² (366 g/m²), assembly capable of withstanding a tension of 2,000 lbs. (970 kg).

D. Tension Bars: Galvanized steel one-piece length 2 in. (50 mm) less than the fabric height. Minimum zinc coating 1.2 oz/ft² (366 g/m²).

1. Bars for 2 in. (50 mm) and 1-3/4 in. (44 mm) mesh shall have a minimum cross section of 3/16th in. (4.8 mm) by ¾ in. (19 mm).
2. Bars for 1 in. (25 mm) mesh shall have a cross section of \(\frac{1}{4}\) in. (6.4 mm) by 3/8 in. (9.5 mm).

3. Bars for small mesh 3/8 in. (10 mm), \(\frac{1}{2}\) in. (13 mm) and 5/8 in. (16 mm) shall be attached (sandwiched) to the terminal post using a galvanized steel strap having a minimum cross section of 2 in. (51 mm) by 3/16 in. (4.8 mm) with holes spaced 15 in. (381 mm) on center to accommodate 5/16 in. (7.9 mm) carriage bolts which are to be thru bolted thru the strap the mesh and thru the terminal post.

E. Barbed Wire Arms: In compliance with ASTM F626, pressed steel galvanized after fabrication, minimum zinc coating of 1.20 oz/ft\(^2\) (366 g/m\(^2\)), capable of supporting a vertical 250 lb (113 kg) load. Type I – three strand 45 degree (0.785 rad) arm. Barbed wire support arms shall be the single arm type and of the design required for the post furnished.

2.6 TIE WIRE AND HOG RINGS

A. Tie Wire and Hog Rings: Galvanized minimum zinc coating 1.2 oz/ft\(^2\) (366 g/m\(^2\)) 9 gauge (0.148) (3.76 mm) steel wire.

2.7 GATE HARDWARE

A. Drop Rod Hasp Assembly: Galvanized steel gate fork 3/8 in. welded to gate frame and 2 in. schedule 40 drop rod. Galvanized steel clamp 3/8 in. welded to gate frame and clamped to drop rod leaving 1/4 in. annular space between drop rod and hasp. Galvanized steel hasp 1/2 in. x 1/4 in. with 1/2” hole for padlock.

B. Gate Latch Assembly: Galvanized steel latch 3/8 in. with 1/2 in. hole for padlock clamped to gate door frame.

2.8 SWING GATES

A. Swing Gates: Single and double gates as shown on drawings. Galvanized steel welded fabrication. Gate frame members 2.875 in. OD (73.0 mm). Group IA F1083 schedule 40 pipe. Frame members no greater than 8 ft. (2440 mm) apart vertically and horizontally. Welded joints protected by applying zinc-rich paint. Galvanized malleable iron or heavy gauge pressed steel post and frame hinges. Match gate fabric to that of the fence system.

2.9 CONCRETE

A. Refer to Section 32 13 13.

PART 3 – EXECUTION
3.1 CLEARING FENCE LINE

A. Clearing: Surveying, clearing, grubbing, grading and removal of debris for the fence line or any required clear areas adjacent to the fence. Surveying, clearing, grubbing, grading and removal of debris for the fence line or any required clear areas adjacent to the fence is included in the earthwork contractor’s contract. The contract drawings indicate the extent of the area to be cleared and grubbed.

3.2 FRAMEWORK INSTALLATION

A. Posts: Posts shall be set plumb in concrete footings. Top of post concrete footing to be 2” above grade and 6 inches (152 mm) below grade and crowned to shed water away from post. Line posts installed at intervals not exceeding 10 ft. (3.05 m) on center.

B. Terminal Posts: End, corner, pull and gate posts shall be braced and trussed for fence 6 ft. (1.8m) and higher and for fences 5 ft. (1.5 m) in height not having a top rail.

3.3 CHAIN LINK FABRIC INSTALLATION

A. Chain Link Fabric: Install fabric to outside of the framework. Attach fabric to the terminal post by threading the tension bar through the fabric; secure the tension bar to the terminal post with tension bands and 5/16 in. (8mm) carriage bolts spaced no greater than 12 in. (305 mm) on center. Chain link fabric to be stretched taut free to sag. Fabric to be secured to the line post with tie wires spaced no greater than 12 inches (305 mm) on center and to rail spaced no greater than 18 in. (457 mm) on center.

B. Tie wire shall be wrapped around the post or trail and attached to the fabric wire picket on each side by twisting the tie wire around the fabric picket two full turns. Tie wire shall be wrapped 360 degrees (6.28 rad) around the post or the rail and the two ends twisted together three full turns. Excess wire shall be cut off and bent over to prevent injury. The installed fabric shall have a ground clearance on no more than 2 inches (50 mm).

3.4 BARBED WIRE INSTALLATION

1. Barbed wire: Stretched taut between terminal posts and secured in the slots provided on the line post barb arms. Attach each stand of barbed wire to the terminal post using a brace band. Indicate type of barb arm, Type II Zinc-Coated Class 5 – 2.0 oz/ft² (610 g/m²) and outward direction for installation of type II arm.

3.5 GATE INSTALLATION

A. Swing Gates: Installation of swing gates and gate posts in compliance with ASTM F567. Direction of swing shall be inward. Gates shall be plumb in closed position having a bottom clearance of 3 in. (76 mm) grade permitting. Hinge and latch offset opening space from the gate frame to the post shall be no greater than 3 in. (76 mm) in the closed position. Gate installation height will be adjusted to ensure no gap
exceeds 3 in. Double gate drop bar receivers shall be set in a concrete footing minimum 6 in. (152 mm) diameter 24 in. (610 mm) deep. Gate leaf holdbacks shall be installed for all double gates. Electricity operated gates and accessories must be manufactured and installed in compliance with manufacturer’s recommendations.

3.6 NUTS AND BOLTS

A. Bolts: Carriage bolts used for fitting shall be installed with the head on the secure side of the fence. All bolts shall be peened over to prevent removal of the nut.

3.7 CLEAN UP

A. Clean Up: The area of the fence line shall be left neat and free of any debris caused by the installation of the fence.

END OF SECTION