

# PROJECT MANUAL

## BID SET

February 21, 2023



### General Services Department 2023 Job Order Contracts:

- "A" License (General Engineering)
- "B" License (General Building)
- "C-10" License (Electrical)
- "C-20" License (Warm-Air Heating, Ventilating and Air-Conditioning)
- "C-39" License (Roofing)

**PREPARED BY:**

GENERAL SERVICES DEPARTMENT  
Capital Projects Management Division  
675 Texas Street, Suite 2500, Fairfield, California



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## **TECHNICAL SPECIFICATIONS**

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[GSD JOC 2023 – “A” LICENSE \(GENERAL ENGINEERING\)](#)

[GSD JOC 2023 – “B” LICENSE \(GENERAL BUILDING\)](#)

[GSD JOC 2023 – “C-10” LICENSE \(ELECTRICAL\)](#)

[GSD JOC 2023 – “C-20” LICENSE \(WARM-AIR HEATING, VENTILATING AND AIR-  
CONDITIONING\)](#)

[GSD JOC 2023 – “C-39” LICENSE \(ROOFING\)](#)

## **CONSTRUCTION TASK CATALOG® (CTC)**

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[USING THE CONSTRUCTION TASK CATALOG®](#)

[GSD JOC 2023 – “A” LICENSE \(GENERAL ENGINEERING\)](#)

[GSD JOC 2023 – “B” LICENSE \(GENERAL BUILDING\)](#)

[GSD JOC 2023 – “C-10” LICENSE \(ELECTRICAL\)](#)

[GSD JOC 2023 – “C-20” LICENSE \(WARM-AIR HEATING, VENTILATING AND AIR-  
CONDITIONING\)](#)

[GSD JOC 2023 – “C-39” LICENSE \(ROOFING\)](#)



SECTION 00 11 00 - NOTICE TO BIDDERS

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

**General Services Department 2023 Job Order Contracts**

“A” License (General Engineering)

“B” License (General Building)

“C-10” License (Electrical)

“C-20” License (Warm-Air Heating, Ventilating and Air-Conditioning)

“C-39” License (Roofing)

- I. General Statement of Work: A Job Order Contract is an indefinite quantity construction contract pursuant to which Solano County may accomplish a series of projects at different locations and facilities with a single, competitively bid contract(s) awarded before the projects are identified. Contractors bid an adjustment factor to preset Unit Prices. Work is accomplished by issuing Job Orders to the successful contractor during the one-year term of the contract. Job Order Contracting is typically used for small to medium-sized repair and rehabilitation work, replacement in kind projects, and minor new construction.
- II. Each bid must be in accordance with the bid documents (Project Manual, including Technical Specifications) and Construction Task Catalog® from the Solano County website and any of the following plan rooms, where documents are on file on or about February 21, 2023.

County website: <http://www.solanocounty.com/depts/genserv/cpm/notices.asp>

SACRAMENTO REGIONAL  
BUILDERS EXCHANGE  
[www.srbx.org](http://www.srbx.org)  
Phone (916) 442-8991

MARIN BUILDERS ASSOCIATION  
[www.marinbuilders.com](http://www.marinbuilders.com)  
Phone: (415) 462-1220

BAY AREA BUILDERS  
EXCHANGE  
[www.bayareabx.com](http://www.bayareabx.com)  
Phone (925) 685-8630

PLACER COUNTY CONTRACTORS  
ASSOCIATION & BUILDERS EXCHANGE  
[www.pccamembers.com](http://www.pccamembers.com)  
Phone (916) 771-7229

Contractor is responsible for downloading and printing the documents at bidder's expense either in house or at a reprographics business of their choice, including but not limited to:

[BPXPRESS Reprographics](#)  
(707) 745-3593  
4740 E. 2<sup>nd</sup> St., #29  
Benicia, CA 94510

[ARC-Pacheco](#)  
(925) 682-6930  
5753 Pacheco Blvd  
Pacheco, CA 94553

- III. Sealed bid will be accepted until **2:00pm**, local time, **March 23, 2023**, at the Solano County General Services Department, Capital Projects Management Division, 675 Texas Street, Suite 2500, Fairfield, California 94533. Proposals received after 2:00pm will not be considered responsive and will be returned to bidder unopened. Telephone and fax bids will not be accepted.
- IV. A **mandatory** pre-bid conference will convene at the County Administration Center (CAC). Located at 675 Texas Street, 1<sup>st</sup> Floor, Multi-Purpose Room 1600, Fairfield, CA, **10:00 am local time on March 7, 2023**. All Bidders must attend the pre-bid conference and sign the pre-bid roster in order to be eligible to bid this solicitation.



- V. The County expects to award at least one contract for each license type:
- “A” License (General Engineering)
  - “B” License (General Building)
  - “C-10” License (Electrical)
  - “C-20” License (Warm-Air Heating, Ventilating and Air-Conditioning)
  - “C-39” License (Roofing)
- VI. The Estimated Maximum Annual Contract Value for each Contract is \$2,000,000. The County reserves the right to increase the Contract Value to the State Maximum allowable by the Public Contract Code Section 20128.5, adjusted annually to reflect the percentage change in the California Consumer Price Index since January 1998, which at this time is approximately \$5,402,865. The Minimum Contract Value for each Contract is \$25,000. Contractor is guaranteed to receive the opportunity to perform Job Order(s) totaling at least \$25,000 during the term of the Contract.
- The Contractor may be issued Job Orders totaling the Maximum Contract Value during the Contract term. The Contractor is not guaranteed to receive this value in Job Orders. It is merely an estimate. The County has no obligation to give the Contractor the opportunity to perform Job Orders in excess of the Minimum Contract Value.
- VII. The Term of the Contract will be either for one year or until the completion of Job Orders issued total the Maximum Contract Value, whichever occurs first. All Job Orders must be issued, but not necessarily completed within one calendar year of the Notice to Proceed date of the Contract. All Job Orders issued during the term of this Contract shall be valid and in effect notwithstanding that the Detailed Scope of Work may be performed, payments may be made, and the guarantee period may continue, after such period has expired. All terms and conditions of the Contract apply to each Job Order.
- VIII. **No Contractor will be permitted to submit more than one (1) bid for each type of Job Order Contract.** Bids by related Contractors are prohibited. For purposes of this solicitation, one Contractor (“Contractor A”) will be determined to be related to another Contractor (“Contractor B”) if (i) Contractor A either directly or indirectly owns ten percent (10%) or more of the shares or capital interest in Contractor B; (ii) Contractor A has more than fifty percent (50%) of the voting interest in Contractor B; or (iii) one or more of a Contractor’s owners is also an officer, director, or partner in the other Contractor’s company.
- IX. The County may, at its sole determination, award more than one contract. The Contract will be awarded on the basis of the lowest Award Criteria Figure submitted by a responsive, responsible Bidder meeting the minimum qualifications. The apparent lowest, responsive and responsible bidder shall be excluded from consideration for successive contracts within the same trade. County further reserves the right to reject all bids and cancel the solicitation at their sole discretion.
- X. All inquiries regarding the project shall be directed to Solano County using the form provided in the project specifications. Contact person is Jorjet Potier, Senior Capital Projects Coordinator, 707-784-7908 (phone), [mjpotier@solanocounty.com](mailto:mjpotier@solanocounty.com) (e-mail). Only requests for information received in writing via email by close of business on **March 10, 2023** will be responded to.
- XI. The Bidder must possess a current 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). The following is the list of contractor licenses required for each contract:

<b>Job Order Contract</b>	<b>Contractor's License</b>
GSD JOC 2023 – A	Class 'A' (General Engineering)
GSD JOC 2023 – B	Class 'B' (General Building)
GSD JOC 2023 – C-10	Class 'C-10' (Electrical)
GSD JOC 2023 – C-20	Class 'C-20' (Warm-Air Heating, Ventilating and Air-Conditioning)
GSD JOC 2023 – C-39	Class 'C-39' (Roofing)

- XII. Solano County forms are provided in the specifications and are to 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.
- XIII. A bid bond or certified check in the amount of \$25,000 of the bid is required.
- XIV. Within five (5) calendar days following the Notice of Intent to Award the Contracts for the GSD 2023 Job Order Contract, the successful bidders shall be required to furnish an initial Labor and Materials Payment Bond and Performance Bond each in the amount of \$1,000,000. If the value of the contract is increased, Contractor will be required to provide the required bonds in the amount commensurate with the increased contract amount.
- XV. Bids shall not expire for a period of 90 calendar days from the bid date.
- XVI. 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(s) 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.
- XVII. All Contractors and subcontractors must be registered with the California Department of Industrial Relations (DIR) at the time of bid of this solicitation pursuant to Cal. Labor Code Section 1725.5.
- XVIII. 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.

END OF SECTION 00 11 00



## SECTION 00 21 00 – INSTRUCTIONS TO BIDDERS

- 1.00 The Contract Documents include a Construction Task Catalog® containing Prepriced Tasks for construction work with preset Unit Prices. All Unit Prices are based on local labor, material and equipment costs and are for the direct cost of construction.

The same four Adjustment Factors apply to every Pre-priced Task in the Construction Task Catalog®. Bidders will also bid a Non-Prepriced Adjustment Factor to be applied to Non-Prepriced Work.

Contract(s) will be awarded to the lowest responsive, responsible bidder, for the license requested.

Lowest apparent bidders must submit the completed 5-Part Pre-Award Survey (Section 00 46 00) no later than five (5) working days following the Notice of Intent to Award the Contracts to assist County in assessing each of the apparent low bidders as a responsible bidder in accordance with Public Contract Code § 1103.

Thereafter, as work is identified, the Contractor will attend a Joint Scope Meeting with the Owner to review and discuss the proposed work. The Owner will prepare a Detailed Scope of Work and issue a Request for Job Order Proposal to the Contractor. The Contractor will then prepare a Job Order Proposal including a Price Proposal, construction schedule, list of proposed subcontractors, and other requested documentation.

The value of the Price Proposal shall be determined by summing the total of the following calculation for each Prepriced Task: Unit Price x Quantity x Adjustment Factor, plus the value of all Non-Prepriced Tasks. The Job Order Price shall equal the value of the approved Price Proposal.

If the Job Order Proposal is found to be complete and accurate, the Owner may issue a Job Order to the Contractor.

A Job Order will reference the Detailed Scope of Work and set forth the Job Order Completion Time and the Job Order Price. The Contractor will be paid the Job Order Price for completing the Detailed Scope of Work within the Job Order Completion Time.

Extra work, credits, and deletions will be contained in a Supplemental Job Order.

Bid proposals must comply with these Instructions to Bidders to be considered responsive.

### 1.01 DOCUMENTS

- A. Bidders can access bid documents (Project Manual, including Technical Specifications) and Construction Task Catalog® from the Solano County website, plan rooms, and printing companies, where documents are on file. Refer to Section 00 11 00 for list of plan rooms and reprographics.

County website: <http://www.solanocounty.com/depts/genserv/cpm/notices.asp>

### 1.02 EXAMINATION

- A. Before submitting a bid, bidders shall carefully examine the Bid Documents (Project Manual, including Technical Specifications), Construction Task Catalog® (corresponding to contract Bidders are bidding on), and related documents, and fully inform themselves as to all conditions and limitations, and shall include in the bid all required Adjustment Factors.
- B. The Bidder must attend the mandatory pre-bid conference to be held on **March 7, 2023**, at 10 am, local time, at the County Administration Center (CAC), 675 Texas Street, First Floor, Multi-Purpose Room 1600, Fairfield, CA 94533. **All Bidders must attend the pre-bid conference and sign the pre-bid roster.**

### 1.03 INTERPRETATIONS, ADDENDA

- A. Should a bidder find discrepancies, inconsistencies, or omissions from, the Bid Documents (Project Manual, including Technical Specifications), Construction Task Catalog®, and Related Documents,



or should a bidder be in doubt as to their meaning, they shall at once notify Jorjet Potier (use attached form), by email [mjpotier@solanocounty.com](mailto:mjpotier@solanocounty.com). Request for Information will be received until close of business of March 10, 2023. 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 on the County's website, planrooms, and reprographics listed in Section 00 11 00, II.

#### 1.04 BIDS

- A. Bids must be made upon 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. Any discrepancy between the Adjustment Factors and the calculation of the Award Criteria Figure shall be resolved using the value stated in the Adjustment Factors. 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 nonconforming may be disregarded, at the sole discretion of the County.
- B. There are four (4) Adjustment Factors for the Contract(s). When preparing a Price Proposal, the Contractor shall select the appropriate Adjustment Factor.

The Adjustment Factors are as follows:

- a) General Facilities:
- a. Adjustment Factor One: Normal Working Hours
    - i. Monday through Friday 7:00 am to 5:00 pm except Solano County holidays
  - b. Adjustment Factor Two: Other Than Normal Working Hours
    - i. Monday through Friday 5:00 pm to 7:00 am and all-day Saturday, Sunday and Solano County holidays
- b) Secured Facilities
- a. Adjustment Factor Three: Normal Working Hours
    - i. Monday through Friday 7:00 am to 5:00 pm except Solano County holidays
  - b. Adjustment Factor Four: Other Than Normal Working Hours
    - i. Monday through Friday 5:00 pm to 7:00 am and all-day Saturday, Sunday and Solano County holidays

**The 'Other Than Normal Working Hours' Adjustment Factors must be equal to or greater than the 'Normal Working Hours' Adjustment Factors.**

**Any 'Secured Facilities' Adjustment Factors must be greater than or equal to or greater than any of the 'General Facilities' Adjustment Factors.**





For bid evaluation purposes only, the following work distributions shall be used to determine the Award Criteria Figure:

Adjustment Factor	% Weight (For Bid Evaluation Only)
General Facilities, Normal Working Hours	65%
General Facilities, Other than Normal Working Hours	10%
Secured Facilities, Normal Working Hours	20%
Secured Facilities, Other than Normal Working Hours	5%

All Unit Prices listed in the Construction Task Catalog® are priced at a net value of 1.0000. The Adjustment Factors shall be an increase or decrease to all the Unit Prices listed in the Construction Task Catalog®. For example, 1.1000 would be a 10% increase to the Unit Prices and 0.9500 would be a 5% decrease to the Unit Prices. Bidders who submit separate Adjustment Factors for separate Unit Prices will be considered non-responsive and their bid will be rejected. **Bidders shall ensure that the submitted adjustment factors are based on their respective Construction Task Catalog® that corresponds to their classification license type.**

- B. Bids will be accepted until **2:00 PM local time, March 23, 2023**, shall be addressed and delivered to:

ATTN: Jorjet Potier  
 Capital Projects Coordinator, Senior  
 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 envelope bearing on the outside: bidder’s name, bidder’s address, and the Job Order Contract:

Job Order Contract	Contractor’s License
GSD JOC 2023 – A	Class ‘A’ (General Engineering)
GSD JOC 2023 – B	Class ‘B’ (General Building)
GSD JOC 2023 – C-10	Class ‘C-10’ (Electrical)
GSD JOC 2023 – C-20	Class ‘C-20’ (Warm-Air Heating, Ventilating and Air-Conditioning)
GSD JOC 2023 – C-39	Class ‘C-39’ (Roofing)

Bids will be accepted until the date and time stated in the Notice to Bidders, or in any notification extending that date and time. **Each bid envelope shall include:**

- Bidder’s Information
- Bid Form
- Certified Bid Bond or certified check for \$25,000 referring to the JOC Contract bid upon.
- Completed and notarized Non-Collusion Affidavit.
- Corporate Resolution authorizing signature of Document.
- Completed Certification Concerning Worker’s Compensation.

- D. All bids shall remain valid for a period of 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. County will determine at its own discretion whether a bidder is responsive and responsible, and County's determination will be final.
- G. Lowest apparent bidders must submit the completed 5-Part Pre-Award Survey (Section 00 46 00) within five (5) working days of Notice of Intent to Award is issued to assist County in assessing each of the apparent low bidders as a responsible bidder in accordance with Public Contract Code § 1103.
- H. 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.
- I. Bids expressing exceptions or qualifications to the Bid Document (Project Manual, including Technical Specifications), Construction Task Catalog®, and related documents may be disregarded, in the sole discretion of the County.
- J. In accordance with the General Conditions, include in the Bid all required Adjustment Factors.

#### 1.05 BID SECURITY

- A. Each bidder shall submit with their bid, a certified or cashier's check upon a solvent bank, or a Bid Bond in the amount of \$25,000 made payable to Solano County. This bid security shall be given as a guarantee that the bidder will enter into the Agreement, if awarded, and will produce the required bonds and certificates of insurance coverage and **shall be retained as liquidated damages if Bidder 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.

#### 1.06 NON-COLLUSION AFFIDAVIT

- A. Each bidder shall submit to County with their bid, a Non-Collusion Affidavit covering the bidder. The Non-Collusion Affidavit shall be executed on the form included in Section 00 45 19 of these Specifications or a facsimile thereof.

#### 1.07 FORM OF AGREEMENT

- A. The Agreement, with each 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 these Specifications.

#### 1.08 PERFORMANCE BOND, PAYMENT BOND

- A. Each successful bidder shall file with County, a Performance and a Payment-Bond. Each bond shall have a penal sum equal to \$1,000,000.

If, at any time, the total value of outstanding Job Orders exceeds the penal sum of the Performance



and Payment Bonds then in effect, the Owner may, at its discretion, require the Contractor to submit a new Performance and Payment Bond in the amount of \$1,000,000 or the penal sum equal to such total value of outstanding Job Orders, whichever is greater.

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 three (3) originals, on the form included in these Specifications or facsimile thereof.

#### 1.09 CONTRACTOR'S LICENSE

- A. The successful bidders shall possess a valid and current Contractor's License, for the JOC contract being solicited, for either of the following classifications:
  - 1. "A" License (General Engineering)
  - 2. "B" License (General Building)
  - 3. "C-10" License (Electrical)
  - 4. "C-20" License (Warm-Air Heating, Ventilating and Air-Conditioning)
  - 5. "C-39" License (Roofing)
- B. All Bidders must be registered with the California Department of Industrial Relations (DIR) at the time of bid of this solicitation pursuant to Cal. Labor Code Section 1725.5.
- C. This solicitation is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

#### 1.10 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.

#### 1.11 JOC SYSTEM LICENSE FEE

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

END OF SECTION 00 21 00

**RFI FORM FOLLOWS**



PROJECT NAME: GSD 2023 Job Order Contracts

REQUEST FOR INFORMATION ON BID DOCUMENTS (RFI)
SEPARATE FORM FOR EACH QUESTION

TO: Solano County, General Services
Capital Projects Management

Attention: Jorjet Potier
Capital Projects Coordinator, Senior

Form with fields: From, Firm, Date, Tel, Fax, Email

Form with fields: RFI No., Rec'd, Date, Adden. Req'd, To All Bidders

Type of Question:

Form with checkboxes for Contract/General Conditions, Specifications, Bid Forms, CTC, Other. Includes fields for Spec Section, Page/Article/Paragraph(s), Details, and Question Requested.

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

Form with a 'Reply' field and several empty lines for text entry.

By: Firm: Date:

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 \_\_\_\_\_

Submitted by: \_\_\_\_\_

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

END OF SECTION 00 31 30



SECTION 00 41 00 – BID FORM

1.1 GENERAL BID INFORMATION

Bid for: GSD 2023 Job Order Contracts

- A. We, the undersigned, having familiarized ourselves with the local conditions, the Project Manual which includes, but not limited to, Notice to Bidders, Instructions to Bidders, General Conditions, Bid Form, Supplement to Bid Form, Agreement Between County and Contractor, the Construction Task Catalog®, Technical Specifications, and Addenda issued by 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, if one of the lowest apparent bidders, agrees to submit the completed 5-Part Pre-Award Survey (Section 00 46 00) no later than five (5) working days following the Notice of Intent to Award the Contracts to assist County in assessing each of the apparent low bidders as a responsible bidder in accordance with Public Contract Code § 1103.**
- C. Undersigned declares that consideration of the cost of all Performance Bonds and Payment Bonds for the term of the Contract is included in this bid.
- D. 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, no later than five (5) working days following the Notice of Intent Award the Contracts is issued.
- E. Liquidated Damages for Failure to Enter into the Agreement:**

Enclosed is Certified Check or Bid Bond, made payable to Solano County, which is not less than \$25,000. 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.
- F. Undersigned acknowledges receipt of the following Addenda:
  - 1. Addendum No. \_\_\_\_ Dated \_\_\_\_\_
  - 2. Addendum No. \_\_\_\_ Dated \_\_\_\_\_
  - 3. Addendum No. \_\_\_\_ Dated \_\_\_\_\_
- G. This Bid is valid for ninety (90) calendar days following the date for receiving Bids.
- H. Undersigned proposes to enter into a contract for the following amounts:



I. **ADJUSTMENT FACTORS** for work included in this Contract necessary to perform an ongoing series of individual Projects at different locations throughout the County. The scope of these JOC contracts is for general construction, repair, remodel and other repetitive related work to be performed for the County. 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 ADJUSTMENT FACTORS

A. **Bidders shall ensure that the submitted adjustment factors are based on their respective Construction Task Catalog® that corresponds to their classification license type.**

B. The Bidder shall enter the Adjustment Factors in legible figures in the spaces provided below. Failure to enter all Adjustment Factors will result in the Bid being deemed non-responsive.

	<b>Adjustment Factor Name</b>	<b>Adjustment Factor Bid</b>	<b>X Multiplier</b>	<b>= Extended Total</b>
1.	General Facilities, Normal Working Hours Adjustment Factor	__ . __ _ _ _ _	X 0.50	= __ . __ _ _ _ _
2.	General Facilities, Other Than Normal Working Hours Adjustment Factor	__ . __ _ _ _ _	X 0.30	= __ . __ _ _ _ _
3.	Secured Facilities, Normal Working Hours Adjustment Factor	__ . __ _ _ _ _	X 0.10	= __ . __ _ _ _ _
4.	Secured Facilities, Other Than Normal Working Hours Adjustment Factor	__ . __ _ _ _ _	X 0.10	= __ . __ _ _ _ _
	<b>Sum the Extended Total column.</b>			= __ . __ _ _ _ _
5.	<b>The Sum is the Award Criteria Figure.</b>			

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

C. **The ‘Other Than Normal Working Hours’ Adjustment Factors must be greater than or equal to or greater than the ‘Normal Working Hours’ Adjustment Factors. Failure to do so shall be grounds for bids to be rejected as non-responsive.**

D. **Any ‘Secured Facilities’ Adjustment Factors must be greater than or equal to or greater than any of the ‘General Facilities’ Adjustment Factors. Failure to do so shall be grounds for bids to be rejected as non-responsive.**

E. The Owner reserves the right to correct arithmetic errors in the event of a discrepancy, the Adjustment Factors listed in the column titled “Adjustment Factor Bid” shall take



precedence and be used to calculate the extended totals.

- F. The weighted percentages (x multiplier) presented above are only for calculating the Award Criteria Figure. There is no guarantee that the work ordered will be consistent with the weighted percentages. The Award Criteria Figure is only used to compare bids. It is not used to prepare Price Proposals. When preparing Price Proposals, the Bidder shall use one or more of the Adjustment Factors written above.

1.4 CONTRACT

- A. **No Contractor will be permitted to submit more than one (1) bid for each type of Job Order Contract.** Bids by related Contractors are prohibited. For purposes of this solicitation, one Contractor (“Contractor A”) will be determined to be related to another Contractor (“Contractor B”) if (i) Contractor A either directly or indirectly owns ten percent (10%) or more of the shares or capital interest in Contractor B; (ii) Contractor A has more than fifty percent (50%) of the voting interest in Contractor B; or (iii) one or more of a Contractor’s owners is also an officer, director, or partner in the other Contractor’s company.

Job Order Contract	Contractor’s License	Select Contract (Place “X”)
GSD JOC 2023 – A	Class ‘A’ (General Engineering)	
GSD JOC 2023 – B	Class ‘B’ (General Building)	
GSD JOC 2023 – C-10	Class ‘C-10’ (Electrical)	
GSD JOC 2023 – C-20	Class ‘C-20’ (Warm-Air Heating, Ventilating and Air-Conditioning)	
GSD JOC 2023 – C-39	Class ‘C-39’ (Roofing)	

Refer to Section 01 11 00 – Summary of Work, under Project Description for more information.





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: \_\_\_\_\_

CA DIR Registration No: \_\_\_\_\_

**Attachments:**

- Bidder Information Sheet
- Bid Bond
- Non-Collusion Affidavit
- Certification Concerning Worker's Compensation
- Corporate Resolution Authorizing Signature of Document

END OF SECTION 00 41 00



SECTION 00 43 15 - SUBCONTRACTOR LIST FORM

- A. Job Order Contract (JOC) is an indefinite quantity contract pursuant to which the Contractor will perform a variety of Job Orders.
- B. **Contractor must designate Subcontractors**, in accordance with California Public Contracts Code Section 4100 to 4113, inclusive, **in each Job Order Proposal and not with this bid**. As part of each Job Order Proposal, the awarded JOC Contractor shall provide a list giving the name and location of place of business of each subcontractor who will perform a portion of the Job Order work in an amount in excess of one-half of one percent of the Job Order Proposal. In each instance the nature and extent of the work to be sublet shall be described.
- C. Awarded Contractors shall make a good faith effort to employ local subcontractors whenever possible. If there are no local subcontractors employed as part of a Job Order, contractors need to submit proof of good faith effort. Local, for the purposes of this good faith effort, shall be defined as:  
“A valid business license issued from the County of Solano or a political subdivision within the County; and Its principal business office, or a satellite office with at least one full-time employee, located in the County.”

Show documentation of outreach effort.

END OF SECTION 00 43 15



SECTION 00 43 43 - STATE WAGE DETERMINATION

1.1 INSTRUCTIONS:

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 00 43 43



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, 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 00 45 19



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 00 45 26



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 00 45 46



## SECTION 00 46 00 – 5-PART PRE-AWARD SURVEY

### 1.1 INSTRUCTIONS

The apparent low bidders for the GSD 2023 JOC Contract must submit completed Pre-Award Survey in its five (5) parts including required documents and supplemental information as follows and as described below, no later than five (5) working days following the Notice of Intent to Award the Contracts. The Pre-Award Survey must also be signed under penalty of perjury; see page 16. The County also reserves the right to request that any bidder submit within five (5) working days the completed Pre-Award Survey in its five (5) parts including required documents and supplemental information upon written request by the County.

### 1.2 INTRODUCTION

#### 1. DESCRIPTION OF PRE-AWARD SURVEY FOR ASSESSMENT OF RESPONSIBLE BIDDER

The completed 5-part Pre-Award Survey and required documents are required to assist the County in assessing each of the apparent low bidders as a responsible bidder in accordance with Cal. Public Contract Code section 1103. The Pre-Award Survey consists of the following five parts:

1. Part I: Contact Information
2. Part II: Organization, History, Organizational Performance, Compliance with Civil and Criminal Laws
3. Part III: Experience and References
4. Part IV: Management Plan
5. Part V: Financial Information

#### 2. ORGANIZATION OF PRE-AWARD SURVEY

Additional and supplemental information and documents submitted by the contractor must be organized and follow the same format as the Pre-Award Survey. The original document provided to the contractor may be taken apart and additional documents neatly inserted. Oversized documents must be folded to 8 1/2" by 11" and suitably presented. Duplicate pages if additional space is required to supply the requested information. The Pre-Award Survey must be completed neatly and legibly. The entire set of documents to be submitted must be firmly bound and include Part I as a cover sheet that sets forth the contractor's name, contract number, and other contact information.



**PART I – CONTACT INFORMATION**

Firm Name: \_\_\_\_\_ Check One:  Corporation  
(as it appears on license)  Partnership  
 Sole Proprietor

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

If firm is a sole proprietor or partnership:

Owner(s) of Company \_\_\_\_\_

Contractor's License Number(s): \_\_\_\_\_

Classification(s): \_\_\_\_\_

CA DIR #: \_\_\_\_\_





**PART II – ORGANIZATION, HISTORY, ORGANIZATIONAL PERFORMANCE,  
COMPLIANCE WITH CIVIL AND CRIMINAL LAWS**

**A. BACKGROUND**

1. Contractor possesses a valid and current California Contractor’s license as required per the bid documents.  
 Yes\_  No

2. Contractor has a liability insurance policy, or the ability to acquire liability insurance policy, that meets the requirements as described in the bid documents, Section 00 72 00, Article 11 Insurance.  
 Yes\_  No

3. Contractor has current workers’ compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 et. Seq.  
 Yes\_  No

4. At this time of submitting your bid for GSD 2023 Job Order Contracts, is your firm ineligible to bid on or be awarded a public or government contract, or perform as a subcontractor on a public, government contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7?  
 Yes\_  No

If the answer is “Yes,” state the beginning and ending dates of the period of debarment:  
Beginning Date \_\_\_\_\_ Ending Date \_\_\_\_\_

5. Has any Contractors State Licensing Board (CSLB) license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last five years?  
 Yes\_  No

If “yes,” please explain on a separate signed sheet.

6. In the last five (5) years has your firm been denied an award of a public, public works, or government contract based on a finding by a public agency that your company was not a responsible bidder?  
 Yes\_  No

If “yes,” on a separate signed page identify the year of the event, the owner, the project and the basis for the finding by the public agency.



7. Has your California State Contractor's License been revoked at any time in the last five years?  
 Yes  No
  
8. Has a surety firm completed a contract on your behalf, or paid for completion because your firm was default terminated by the project owner within the last five (5) years?  
 Yes  No

**B. DISPUTES**

1. In the last five (5) years has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public or public works project for any reason?  
**NOTE: "Associated with" refers to another construction firm in which an owner, partner or officer of your firm held a similar position, and which is listed in response to question 1c or 1d in Part III of this form.**  
 Yes  No

If "yes," state on a separate signed page identify the firm/s by name of the company, the name of the person within your firm who was associated with that company, the year of the event, the owner of the project, the project and the basis for the action.

2. At any time in the last five years has your firm been assessed and paid liquidated damages after completion of a project under a construction contract with either a public or private owner?  
 Yes  No

If yes, please explain.

**NOTE: The following two questions refer only to disputes between your firm and the owner of a project. You need not include information about disputes between your firm and a supplier, another contractor, or subcontractor. You need not include information about "pass-through" disputes in which the actual dispute is between a sub-contractor and a project owner.**

3. In the past five years has any claim **against** your firm concerning your firm's work on a construction project been **filed in court or arbitration**?  
 Yes  No

If "yes," on separate signed sheets of paper identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).



4. In the past five years has your firm made any claim against a project owner concerning work on a project or payment for a contract and **filed that claim in court or arbitration?**  
 Yes  No

If “yes,” on separate signed sheets of paper identify the claim by providing the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).

### C. BONDING, INSURANCE AND FINANCIAL CAPACITY

1. During the last five years, has your firm ever been denied bond coverage by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required?  
 Yes  No

2. Is your firm currently the debtor in a bankruptcy case?  
 Yes  No

If “yes,” please attach a copy of the bankruptcy petition, showing the case number, and the date on which the petition was filed.

3. Was your firm in bankruptcy at any time during the last five years? (This question refers only to a bankruptcy action that was not described in answer to question 5 above)  
 Yes  No

4. At any time during the past five years, has any surety company made any payments on your firm’s behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm’s behalf, in connection with a construction project, either public or private?  
 Yes  No

If yes, explain.

5. In the last five years has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?  
 Yes  No

If yes, explain.



**D. COMPLIANCE WITH OCCUPATION SAFETY AND HEALTH LAWS AND WITH OTHER LABOR LEGISLATION SAFETY**

1. Has CAL OSHA cited and assessed penalties against your firm for any “serious,” “willful” or “repeat” violations of its safety or health regulations in the past five years?

**NOTE: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include this citation in your answer.**

Yes  No

2. Has the federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five years?

**NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.**

Yes  No

3. Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor, in the past five years?

**NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.**

Yes  No

**E. PREVAILING WAGE**

1. Has there been more than one occasion during the last five years in which your firm was required to pay either back wages or penalties for your own firm’s failure to comply with the State’s prevailing wage laws?

**NOTE: This question refers only to your own firm’s violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.**

Yes  No

If “yes,” attach a separate signed page or pages, describing the nature of each violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid and the amount of back wages and penalties that you were required to pay.

2. During the last five years, has there been more than one occasion in which your own firm has been penalized or required to pay back wages for failure to comply with the federal Davis-Bacon prevailing wage requirements?

Yes  No



If “yes,” attach a separate signed page or pages describing the nature of the violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid, the amount of back wages you were required to pay along with the amount of any penalty paid.

#### F. CRIMINAL MATTERS AND RELATED CIVIL SUITS

1. Has your firm or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?  
 Yes  No
2. Has your firm or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?  
 Yes  No
3. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?  
 Yes  No
4. Within the last five years has there ever been a period when your firm had employees but was without workers’ compensation insurance or state-approved self-insurance?  
 Yes  No

If “yes,” please explain the reason for the absence of workers’ compensation insurance on a separate signed page. If “No,” please provide a statement by your current workers’ compensation insurance carrier that verifies periods of workers’ compensation insurance coverage for the last five years. (If your firm has been in the construction business for less than five years, provide a statement by your workers’ compensation insurance carrier verifying continuous workers’ compensation insurance coverage for the period that your firm has been in the construction business.)



**PART III – EXPERIENCE AND REFERENCES**

**A. MOST RECENT PUBLIC PROJECTS**

(The apparent low bidder must list most recent JOC Projects or projects completed that are most similar to JOC that are renovation, repair, replacement, or improvement projects.)

The apparent low bidder shall provide information about its six (6) most recently completed JOC projects within the last five years.<sup>1</sup> The apparent low bidder who has performed work under a JOC Contract must list the most recent JOC Projects as above requested. If the apparent low bidder has not performed JOC Projects, list public or private sector projects most similar (renovation, repair, replacement, or improvement projects). Names and references must be current and verifiable. Use separate sheets of paper that contain all of the following information:

Project/Job Order Name: \_\_\_\_\_

Contract Type: \_\_\_\_\_

Was Project Performed under a Job Order Contract:  Yes  No

Location: \_\_\_\_\_

Owner: \_\_\_\_\_

Owner Contact: \_\_\_\_\_ (Name)

\_\_\_\_\_ (Phone) \_\_\_\_\_ (Email)

Project Manager's Contact: \_\_\_\_\_ (Name)

\_\_\_\_\_ (Phone) \_\_\_\_\_ (Email)

Architect / Engineer: \_\_\_\_\_ (Name)

\_\_\_\_\_ (Phone) \_\_\_\_\_ (Email)

Construction Manager: \_\_\_\_\_ (Name)

\_\_\_\_\_ (Phone) \_\_\_\_\_ (Email)

Description of Project, Scope of Work Performed:

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

Total Value of Construction/Job Order (including change orders/supplemental job order/s):

\_\_\_\_\_

Original Scheduled Completion Date: \_\_\_\_\_

Time Extensions Granted (number of days): \_\_\_\_\_

Actual Date of Completion: \_\_\_\_\_



**B. CONTRACTS WITH PROJECTS/JOB ORDERS CURRENTLY UNDER CONSTRUCTION**

The apparent low bidder shall provide information for all public projects that are currently under construction. The apparent low bidder who is performing work under a current JOC Contract must list all JOC Projects in progress. If the apparent low bidder has not performed JOC Projects, list public or private sector projects most similar (renovation, repair, replacement, or improvement projects), which are under construction. Names and references must be current and verifiable. Use separate sheets of paper that contain all of the following information:

Project/Job Order Name: \_\_\_\_\_

Contract Type: \_\_\_\_\_

Is Project Being Performed under a Job Order Contract:  Yes  No

Location: \_\_\_\_\_

Owner: \_\_\_\_\_

Owner Contact: \_\_\_\_\_ (Name)

\_\_\_\_\_ (Phone) \_\_\_\_\_ (Email)

Project Manager's Contact: \_\_\_\_\_ (Name)

\_\_\_\_\_ (Phone) \_\_\_\_\_ (Email)

Architect / Engineer: \_\_\_\_\_ (Name)

\_\_\_\_\_ (Phone) \_\_\_\_\_ (Email)

Construction Manager: \_\_\_\_\_ (Name)

\_\_\_\_\_ (Phone) \_\_\_\_\_ (Email)

Description of Project, Scope of Work Performed:

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

Total Value of Construction/Job Order (including change orders/supplemental job order/s):

\_\_\_\_\_

Original Scheduled Completion Date: \_\_\_\_\_

Time Extensions Granted (number of days): \_\_\_\_\_

Estimated Date of Completion: \_\_\_\_\_



**C. PENDING CONTRACTS**

List all contracts awarded to or won by your company but not yet started. Use separate sheets of paper that contain all of the following information:

Project/Job Order Name: \_\_\_\_\_

Contract Type: \_\_\_\_\_

Is Project Being Performed under a Job Order Contract:  Yes  No

Location: \_\_\_\_\_

Owner: \_\_\_\_\_

Owner Contact: \_\_\_\_\_ (Name)

\_\_\_\_\_ (Phone) \_\_\_\_\_ (Email)

Project Manager's Contact: \_\_\_\_\_ (Name)

\_\_\_\_\_ (Phone) \_\_\_\_\_ (Email)

Architect / Engineer: \_\_\_\_\_ (Name)

\_\_\_\_\_ (Phone) \_\_\_\_\_ (Email)

Construction Manager: \_\_\_\_\_ (Name)

\_\_\_\_\_ (Phone) \_\_\_\_\_ (Email)

Description of Project, Scope of Work Performed:

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

Total Value of Construction/Job Order (including change orders/supplemental job order/s):

\_\_\_\_\_

Original Scheduled Completion Date: \_\_\_\_\_

Time Extensions Granted (number of days): \_\_\_\_\_

Estimated Date of Completion: \_\_\_\_\_





## **PART IV – MANAGEMENT PLAN**

### **A. MANAGEMENT PLAN**

The plan must present the contractor’s overall approach to managing a project. If applicable, the plan must also present the contractor’s approach to managing simultaneous, multiple projects, as well as managing simultaneous projects under multiple and separate contracts. Include staff supervision of subcontractors, staffing up to handle project requirements and responsibilities, and project coordination including the following:

1. Management team
  - a. Provide an organizational chart
  - b. Describe the responsibilities and duties of each person
    - i. Indicate who will:
      1. Manage overall contract
      2. Perform joint scopes
      3. Prepare proposals
      4. Negotiate subcontracts
      5. Supervise work
    - c. Provide the resumes of key individuals
2. Plan for supervising and coordinating subcontractors
3. Quality control/quality assurance procedures to be followed
4. Record keeping requirements
5. Communication flow among project participants
6. Support to be provided from the home office

The management plan must follow the general outline presented above. Additional information may be provided.



**PART V – FINANCIAL INFORMATION**

**A. FINANCIAL DOCUMENTS:**

Provide the following financial documents:

1. Audited Financial Statements for the previous three years.
  - a. Include:
    - i. Cash Flow Statement
    - ii. Balance Sheet or Statement of Financial Position
    - iii. Auditor’s Standard Report
  
2. Unless the most recent Balance Sheet or Statement of Financial Position was issued within 30 days prior to the bid opening date, submit interim financial information including data on financial position for the current fiscal year summarized on a monthly or quarterly basis or at other intervals.

**B. BANK REFERENCES**

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

Address: \_\_\_\_\_

Services provided to contractor: \_\_\_\_\_

Contact Person: \_\_\_\_\_ (Name)  
\_\_\_\_\_ (Phone) \_\_\_\_\_ (Email)

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

Address: \_\_\_\_\_

Services provided to contractor: \_\_\_\_\_

Contact Person: \_\_\_\_\_ (Name)  
\_\_\_\_\_ (Phone) \_\_\_\_\_ (Email)

I, the undersigned, certify and declare that I have read all the foregoing answers to this questionnaire and know their contents. The matters stated in the questionnaire answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California, that the foregoing is correct.

\_\_\_\_\_  
(Dated)

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

\_\_\_\_\_  
(Signature-Owner of Firm)

END OF SECTION 00 46 00



SECTION 00 50 10 - BID BOND

BIDDER'S BOND TO ACCOMPANY PROPOSAL  
(Penalty of this Bond must be \$25,000)

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 Twenty-Five Thousand dollars, (\$25,000), 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 \_\_\_\_\_, 2023.

\_\_\_\_\_  
Principal

Seal

\_\_\_\_\_  
By

\_\_\_\_\_  
Surety

Seal

\_\_\_\_\_  
By

\_\_\_\_\_  
Agency of Record

END OF SECTION 00 50 10



SECTION 00 52 00 – AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS **AGREEMENT** is made as of the \_\_\_\_ day of \_\_\_\_\_, 2023 between the COUNTY OF SOLANO, a political subdivision of the State of California, (referred to as ‘Owner’) and CONTRACTOR NAME. (referred to as “Contractor”) for the following Project:

The Project: **GSD 2023 Job Order Contracts, (select):**

- "A" License (General Engineering)
- “B” License (General Building)
- "C-10” License (Electrical)
- “C-20” License (Warm-Air Heating, Ventilating and Air-Conditioning)
- “C-39” License (Roofing)

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 Contract is a yet to be defined quantity contract for construction labor, material, equipment for construction work and related services to be performed withing Solano County.

The Contractor shall perform all the Work of this Contract which will be set forth in the Detailed Scopes of Work for the Job Order Sum within the Job Order Completion Time.

**ARTICLE 3**  
**TIME OF COMMENCEMENT AND CONTRACT TERM**

The term of this Job Order Contract commences on the effective date of the Contract.

The term of this Job Order Contract is either for one year or when issued Job Orders totaling the Maximum Contract Value have been completed, whichever occurs first. All Job Orders must be issued, but not necessarily completed within one calendar year of the Notice to Proceed date of the Contract. County will not issue any new Job Orders after the expiration of this Agreement.

Any Job Order authorized prior to the expiration of the Agreement must be completed within the time specified in the Job Order. In the event the scheduled completion for any Job Order extends beyond the term of this Agreement, Contractor and County agree that the terms of this Agreement shall continue in effect and be applicable for such Job Orders.

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



Contractor shall achieve Job Order Completion Time of the entire Work within the number of Days stated on the Job Order. Contractor shall complete the Work so that a Final Inspection Report can be issued within the number of Days stated on the Job Order.

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 and the 00 74 00/JOC Supplementary Conditions and Procedure for Ordering Work for each and every calendar day of delay beyond the **Job Order Completion Time**.

**ARTICLE 4**  
**CONTRACT SUM**

This Contract is a yet to be defined quantity contract for construction work and services with a Minimum Contract Value of \$25,000. Contractor is guaranteed to receive the opportunity to perform Job Order(s) totaling at least \$25,000 during the term of the Contract. The Estimated Maximum Annual Contract Value that may be ordered under this contract is \$2,000,000, at the discretion of the County and if deemed to be in the public interest, the Maximum Contract Value of this contract may be increased.

The County shall pay the Contractor for the performance of the Work, subject to additions and deductions by Supplemental Job Order or as otherwise provided in the Contract Documents and the Detailed Scope of Work described in each Job Order, the unit prices set forth in the Construction Task Catalog® and the following Adjustment Factors:

	<b>Adjustment Factor Name</b>	<b>Adjustment Factor Bid</b>
<b>1.</b>	General Facilities, Normal Working Hours Adjustment Factor	__ . __ _ _ _ _
<b>2.</b>	General Facilities, Other Than Normal Working Hours Adjustment Factor	__ . __ _ _ _ _
<b>3.</b>	Secured Facilities, Normal Working Hours Adjustment Factor	__ . __ _ _ _ _
<b>4.</b>	Secured Facilities, Other Than Normal Working Hours Adjustment Factor	__ . __ _ _ _ _

**ARTICLE 5**  
**CONTRACT PAYMENTS**

Contractor agrees to perform any task in the Construction Task Catalog® for the pre-set unit price multiplied by the quantity, multiplied by one of the appropriate Adjustment Factors as awarded under this Contract, as stated in Article 4 above.

The Contractor will perform the Detailed Scope of Work for the Job Order Sum as calculated in accordance with the procedure for developing Job Orders set forth herein.



Based upon Applications for Payment submitted for each Job Order to the County by the Contractor and County Project Manager's acceptance for Final Payment processing, the County shall make progress payments on account of the Job Order 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 20<sup>th</sup> 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 Notice of Completion is filed with the County's Recorder's Office on the Job Order.

**ARTICLE 6  
(OMITTED)**

**ARTICLE 7  
MISCELLANEOUS PROVISIONS**

7.1 **Terms.** Terms used in this Agreement, which are defined in the Document 00 72 00/ General Conditions and 00 74 00/ JOC Supplemental Conditions and Procedure for Ordering Work of the Contract for Construction, shall have the meanings designated in those Conditions.

7.2 **Notices.** Notices shall be addressed as follow:

OWNER:

**COUNTY OF SOLANO**

**Bill Emlen, County Administrator**

675 Texas Street, Suite 2500

Fairfield, CA 94533

CONTRACTOR:

**(CONTRACTOR)**

**(Contact name)**

(Address)

7.3 **Prevailing Wages.** The Contractor agrees that State Prevailing Wages apply to this Contract 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 **Software Licensing**

Solano County has selected The Gordian Group's (Gordian) Job Order Contracting (JOC) Solution for their JOC program. The Gordian JOC Solution™ includes Gordian's proprietary JOC Management Software, construction cost data, and Construction Task Catalog® which shall be used by the Contractor solely for the purpose of fulfilling its obligations under this Contract, including the preparation and submission of Job Order Proposals, Price Proposals, subcontractor lists, and other requirements specified by the Owner. The Contractor shall be required to execute Gordian's JOC System License and Fee Agreement and pay a 1% JOC System License Fee to obtain access to the Gordian JOC Solution™. The JOC System License Fee



applies to all Job Orders issued to the Contractor under the terms this Contract. The Contractor shall include the JOC System License Fee in the Adjustment Factors.

7.5 Job Order Contracting System License

- A. The Gordian Group, through its agreement with the Solano County, grants to Contractor, and Contractor hereby accepts from The Gordian Group for the term of this Contract, a non-exclusive right, privilege, and license to utilize The Gordian Group's Job Order Contracting Solution™ and other related proprietary materials (collectively referred to as "Proprietary Information") to be used for the sole purpose of executing its responsibilities to Solano County under this Contract. The Contractor hereby agrees that The Gordian Group's Proprietary Information shall include, but is not limited to, the JOC Solution software and documentation, the Construction Task Catalog®, the Technical Specifications, Training Manuals, additional training materials, and other proprietary materials provided to the Contractor by Solano County or The Gordian Group. In the event that this Contract expires or terminates as provided herein, this JOC Solution™ shall terminate, and the Contractor shall return all Proprietary Information in its possession to The Gordian Group.
- B. The Contractor acknowledges that disclosure of Proprietary Information will result in irreparable harm to The Gordian Group for which monetary damages would be an inadequate remedy and agrees that no such disclosure shall be made to anyone without first receiving the written consent of The Gordian Group. The Contractor further acknowledges and agrees to respect the copyrights, registrations, trade secrets, and other proprietary rights of The Gordian Group in the Proprietary Information during and after the term of this Contract and shall at all times maintain complete confidentiality with regard to the Proprietary Information provided to the Contractor, subject to federal, state, and local laws related to public records disclosure.
- C. In the event of a conflict in terms and conditions between this JOC Solution™ and any other terms and conditions of this Contract or any purchase order or similar purchasing document issued by Solano County, this JOC Solution™ shall take precedence.

7.6 Execution of Contract in Counterparts. This Contract may be executed in two or more counterparts, 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 that 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 such facsimile or electronic signature page were an original signature.



**ARTICLE 8  
EXECUTION OF AGREEMENT**

The parties have executed this Agreement as of the day and year first above written.

COUNTY:

CONTRACTOR:

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

Bill Emlen, County Administrator

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

Name

Contractor

APPROVED AS TO FORM:

County Counsel of Solano County, California

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

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

END OF SECTION 00 52 00





SECTION 00 61 13 – STATUTORY PERFORMANCE BOND

STATUTORY PERFORMANCE BOND PURSUANT TO
California Public Contract Code
Section 20129
(Penalty of this bond must be \$1,000,000)

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 \_\_\_\_\_, 2023, for the GSD 2023 Job Order Contract \_\_\_\_\_,
675 Texas Street, Fifth Floor, 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 \_\_\_\_\_, 2023.

PRINCIPAL:

\_\_\_\_\_, (Seal)
Company Name By: Name, Title, Signature

SURETY:

\_\_\_\_\_, (Seal)
(Company Name) By: Name, Title, Signature

END OF SECTION 00 61 13



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 \$1,000,000)

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 \_\_\_\_\_, 2023, **for the 2023 Job Order Contracts,** \_\_\_\_\_, 675 Texas Street, Fifth Floor, 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 \_\_\_\_\_, 2023.

PRINCIPAL:

\_\_\_\_\_  
Company Name By: Name, Title, Signature (Seal)

SURETY:

\_\_\_\_\_  
(Company Name) By: Name, Title, Signature (Seal)

END OF SECTION 00 61 14



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 Job Order Completion Time and Final Payment, submit for each subcontractor, material or equipment supplier an **“UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT”**.
4. Comply with General Conditions Section 9.8.2.



**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, for GSD 2023 Job Order Contract,

(Owner) (Job Description) (Job Order Contract #)

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 Supplemental Job 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 for GSD 2023 Job Order Contract, \_\_\_\_\_  
(Owner) (Job Description) (Job Order Contract #)

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 Supplemental Job 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 for GSD 2023 Job Order Contract.

(Owner) (Job Description) (Job Order Contract#)

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)

For GSD 2023 Job Order Contract, \_\_\_\_\_  
(Job Description) (Job Order Contract #)

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.**

END OF SECTION 00 65 19



SECTION 00 72 00 – GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

***TABLE OF ARTICLES***

1. CONTRACT DOCUMENTS
2. ADMINISTRATION OF THE CONTRACT
3. COUNTY
4. CONTRACTOR
5. SUBCONTRACTORS
6. WORK BY COUNTY OR BY SEPARATE CONTRACTORS
7. MISCELLANEOUS PROVISIONS
8. TIME
9. PAYMENTS AND COMPLETION
10. PROTECTION OF PERSONS AND PROPERTY
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:

1. Owner-Contractor Agreement, the Conditions of the Contract (General and other Conditions), the Construction Task Catalog®, Project Manual (including Technical Specifications), all Addenda issued prior to contract award, Notice to Proceed, and all Modifications issued after execution of the Agreement.
2. Job Order documentation as prepared for individual Job Orders, including the Detailed Scope of Work, Job Order Proposal, Job Order, and any Supplemental Job Orders or Field Orders.

A Modification is:

1. a written amendment to the Agreement signed by both parties,
2. a Supplemental Job 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.

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 complete the Detailed Scopes of Work, 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 each Job Order as defined in the Detailed Scopes of Work 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 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 anyone 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 on individual Job Orders 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 concerning scope of work or specifications, the Job Order, Detailed Scope of Work and Request for Proposal shall take precedence over the Drawing and specification. In case of discrepancy between the General Conditions and the General Requirements, the General Requirements shall take precedence.

1.2.6 All work and material of the respective kinds specified or indicated shall be new. 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, Technical Specifications, the Construction Task Catalog®, 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/Engineer's common law copyright or other reserved rights. The County's use of the documents will not increase the Architect/Engineer'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 Contract. Architect/Engineer retains all common law copyrights for documents prepared by the Architect/Engineer.

**ARTICLE 2**  
**ADMINISTRATION OF THE CONTRACT**

2.1 THE COUNTY CAPITAL PROJECTS DIVISION MANAGER

2.1.1 The County Capital Projects Management (CPM) Division Manager represents Solano County for all purposes relevant for this Contract.

2.2 THE PROJECT MANAGER

2.2.1 The Project Manager is defined for each Job Order.

2.2.2 The "Project Manager" is the Capital Projects Management Division's staff. The Project Manager reports to the County's Department of General Services 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.

2.2.3 The Project Manager will be the County's representatives during Job Order development, 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.

2.2.4 The Project Manager will determine in general whether 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.



- 2.2.5 The Project Manager will be on site 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.
- 2.2.6 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.
- 2.2.7 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.
- 2.2.8 The Project Manager will be the initial interpreter of the requirements of the Contract Documents and the initial judge of the performance thereunder by the Contractor.
- 2.2.9 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. Either party to the Contract may make written request to the Project Manager for such interpretations.
- 2.2.10 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 CPM Division Manager of Solano County (or his/her designee).
- 2.2.11 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.
- 2.2.12 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.
- 2.2.13 The Project Manager will receive from the Contractor and review-required Shop Drawings, Product Data and Samples, and forward same to Architect, if engaged, and County for review and approval. Non-specified submittals, product data and samples may be reviewed or returned un-reviewed.
- 2.2.14 Following consultation with the County, the Project Manager will take appropriate action on Supplemental Job Orders in accordance with Article 12 and will have authority to order minor changes in the Work as provided in Subparagraph 12.4.1.
- 2.2.15 The Project Manager will conduct inspections to determine the date of Job Order Completion Time, 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 inform the Contractor that final payment is acceptable for processing upon compliance with the requirements of Paragraph 9.8. The Project Manager will monitor all warranties for a period of one year after Notice of Completion, unless otherwise specified as a longer term.

- 2.2.16 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.
- 2.2.17 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 person lawfully licensed to practice architecture, or an entity lawfully practicing architecture, identified as such in individual Job Orders. The term Project Architect means the Architect or "Architects" or the Architect's authorized representative.
- 2.3.2 The "Project Architect" is the architect/engineer 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 individual Job Orders. 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 architect, engineering, sub-consultants and other consultants or sub-contractors employed by the Project Architect or an entity lawfully practicing engineering.
- 2.3.2 The Project Architect, if engaged in individual Job Orders, advises the Project Manager in all aspects of the construction phase of the individual Job Orders, including the correct interpretation and application of the Contract Documents. However, the Project Manager is the County's representative on the individual Job Orders, not the Project Architect. The Project Architect is not authorized independently to issue Addenda, Clarifications, Field Orders, Work Authorizations, or Supplemental Job 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 ten (10) 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 Project Architect of priorities. The Project 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.

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 Supplemental Job 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 JOC COORDINATOR

2.5.1 The JOC Coordinator is responsible for coordinating all the Project Managers and Projects issued under the Job Order Contract.

## 2.6 ADDITIONAL PERSONNEL OR CHANGE IN PERSONNEL

2.6.1 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.

2.6.2 The Contractor shall be notified in writing by the County CPM Division Manager of any personnel changes.

2.6.3 In all cases, the County CPM Division Manager 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 Contract.

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 and Contractor shall be entitled to rely on the accuracy and completeness of the information provided notwithstanding anything to the contrary in the Contract Documents.

3.2.3 (not used)

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

3.2.5 The foregoing is 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 Supplemental Job 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/Engineer 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 the Contract Documents and shall at once report to the Project Manager any error, inconsistency or omission 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 the Work.

4.2.2 Neither the County nor the Project Manager or Architect/Engineer 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 and its subcontractors 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 Job Order 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, up to Notice of Completion of the Job Order.

#### 4.7 PERMITS, FEES, AND NOTICES

4.7.1 Unless otherwise provided in the Contract Documents, the County shall secure the building permit, and permanent utility connection fees. The Contractor shall secure and pay for 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 Job Orders are issued. The Contractor will be reimbursed for the direct cost of all permits.

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 Technical 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 Job Order Price Proposal 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 Job Order Price Proposal and not in the allowance;
- .3 whenever the cost is more or less than the allowance, the Job Order Price Proposal shall be adjusted accordingly by Supplemental Job 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 The Contractor shall submit a Construction Schedule to the Project Manager for approval with each Job Order Proposal. 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, Progress Schedules and Reports. Construction Schedule shall reflect shop drawings; submittals due and return dates, fabrication and delivery times, 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 Construction Schedule is not for the sole benefit of the County or Contractor and shall be apportioned according to the needs of the project and as accepted by the County.
- 4.10.2 At 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 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 and Submittal and Procurement Schedule; or 2) submit a revised Construction Schedule and Submittal and Procurement Schedule for completion of the work, remaining within the contract completion time, to the Project Manager for approval by the next weekly meeting.
- 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, Technical Specifications, Addenda, Supplemental Job 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 in the Work made during construction.
- 4.11.4 Prior to approval of the monthly payment application, Contractor shall review above referenced documents with the Project 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-built 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 (based on Project Submittal and Procurement Schedule) 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 verified 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 reviewed by the Architect as provided in Section 01 33 00. All such portions of the Work shall be in accordance with reviewed 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 electronic copy 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, indicating the status of acceptance, and will return same to the Contractor, each retaining electronic copy 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”, or similar instructions, the Contractor shall correct and resubmit electronically for record only.
- 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 also be submitted to the Architect by the Contractor. 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, electronic version of all manufacturer’s catalogs or brochures as required. Brochures will be forwarded to the Architect/Engineer for review. If a brochure is stamped “No Exception Taken”, it will be returned to the Contractor. If stamped “Rejected”, Contractor to re-submit corrected copies 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 provide such instructions to the Project Manager and Architect.
- 4.12.16 When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, and the Architect/Engineer has no information creating doubt as to the reliability of such certification, the Architect/Engineer shall be entitled to rely upon the accuracy and completeness of such calculations and certifications. The County shall have final approving authority for performance-based items.



#### 4.13 USE OF SITE

- 4.13.1 The Contractor shall confine operations at the site (to be designated when work is initiated) 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 it to County's premises. The Contractor shall hold and save the County, its agents, representatives, and consultant Project Manager and Project Engineer, free and harmless and defend them from liability of any nature or kind arising from any use, trespass, or damage to premises or third persons to the extent caused by its operations.
- 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.
- 4.13.3 Contractor shall not interfere or encroach on adjacent County activities 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.

#### 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 if applicable. This will be noted as part of the Contractor's three week look ahead schedule submitted at weekly progress meetings with the County.

#### 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 knows that the design, process or product selected is an infringement of a patent, the Contractor 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, 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, and (2) is caused 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, 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 County, Project Manager or Engineer, their agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Supplemental Job 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, or (3) any other act within the scope of the County's or its agents' control.

#### 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 contracts 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 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 subcontractor means a subcontractor or an authorized representative thereof.

### 5.2 AWARDS OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

- 5.2.1 The Contractor shall only use subcontractors indicated on its Job Order Price Proposal unless a substitution is first approved by the County pursuant to statute. Awarded Contractors shall make a good faith effort to employ local subcontractors whenever possible. Local, for the purposes of this good faith effort, shall be defined as:

“A valid business license issued from the County or a political subdivision within the County; and Its principal business office, or a satellite office with at least one full-time employee, located in the County.”



- 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. 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 Engineer.
- 5.3.4 Jurisdictional disputes between Subcontractors or between Contractor and Subcontractor shall not be mediated or decided by the County, Architect/Engineer 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, Contractor shall be entitled to compensation for any damage, disruption or delay incurred. Contractor shall not be entitled to any compensation if Contractor fails to report as required in subparagraph 6.2.2 or contributes to the damage or delay in anyway.
- 6.2.4 Any costs caused by defective or ill-timed work shall be borne by the contractor causing the defective or ill-timed work through its respective contract with the County.
- 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

### 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 Supplemental Job Order which cannot be resolved per provisions of Article 12. **Any Claim shall be reduced to writing and filed with the CPM Division Manager, 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 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**, and nothing herein shall preclude recovery for damages for delay under other provisions of the Contract.

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 CPM Division Manager, 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 CPM Division Manager 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 CPM Division Manager and claimant. The CPM Division Manager’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 CPM Division Manager 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 CPM Division Manager'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 CPM Division Manager, 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 CPM Division Manager's response or within 15 days of the CPM Division Manager'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 CPM Division Manager (or his/her designee) shall schedule a meet and confer conference within 30 days for settlement of the dispute.
- .4 Within 10 business days following the meet and confer conference, County shall provide a written statement identifying the portion of the claim that remains in dispute. Any payment due on the undisputed portion of the claim will be made within 60 days of the meet and confer conference.
- .5 Following the meet and confer conference, if a portion remains in dispute, the disputed portion, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the costs of the nonbinding mediation shared equally by Contractor and County. County and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.
- .6 If the mediation is unsuccessful and 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 his 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. All parties waive the right to a jury trial.

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 \$1,000,000, Payment Bond in the amount of \$1,000,000 of the Contract amount. If, at any time, the total value of outstanding Job Orders exceeds the penal sum of the Performance and Payment Bonds then in effect, the Owner may, at its discretion, require the Contractor to submit a new Performance and Payment Bond in the amount of \$1,000,000 or the penal sum equal to such total value of outstanding Job Orders, whichever is greater. The Contractor is also required to submit One Year Warranty Bond in the Amount of 10% of each final Job Order 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:

- .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/Engineer 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) working 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 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 Supplemental Job 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 Job Order Completion Time is the period of time allotted in the Job Order 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 Job Order is the date established in the Job Order's Notice to Proceed. If there is no Notice to Proceed, it shall be such other date as may be established in the approval of Job Order Proposal.
- 8.1.3 The Date of 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 Job Order, 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 Job Order 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 Completion of the Work within the Job Order Completion Time.

### 8.3 DELAYS AND EXTENSIONS OF TIME

- 8.3.1 The Contractor shall not be granted a Job Order Completion Time extension except on the issuance of a Supplemental Job Order by the Purchasing Agent, or delegated authority, upon a finding that the delay in completion was unavoidable.
- 8.3.2 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 Job Order Completion Time are not "unavoidable delays" for purposes of this section.
- 8.3.3 In all cases, the time authorized for extension of the Job Order Completion 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. "Unavoidable delay" for this purpose shall be defined as follows:



- .1 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.
- .2 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.
- .3 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.
- .4 Time Extensions Due to Supplemental Job 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 Supplemental Job Order or Work Authorization. The Contractor shall be entitled to a time extension Supplemental Job Order only when the extra Work is demonstrated by the Contractor to have impacted the critical path schedule of the Project.
- .5 County Caused Delays. In the event that the Project is delayed by acts or omissions of the County or anyone for whom the County is responsible, not authorized by the Contract Documents, which the Contractor demonstrates will or has caused an unavoidable delay, the Contractor shall be entitled to a Job Order Completion Time Supplemental Job Order to offset the extra time incurred by the Contractor. 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 Job Order Time extension nor Job Order Price adjustment for alleged County delays if the County has acted within the time limits specified by the Contract Documents.



#### 8.3.4 NOTICE OF DELAYS

- .1 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 five (5) working 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.**
- .2 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 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 Job Order Completion Time.

#### 8.3.5 INVESTIGATION PROCEDURE

- .1 Upon receipt of a request for Job Order Completion 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.
- .2 The Project Manager may, in his/her sole discretion, defer this recommendation to allow the accumulation of time extensions due to Work Authorizations into Supplemental Job Order request.
- .3 Upon receiving the Project Manager's recommendation to the CPM Division Manager 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 County's Purchasing Agent, or delegated authority. If the time extension is not approved, 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.
- .4 If the County's Purchasing Agent, or delegated authority, approves the time extension Supplemental Job 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.

- .5 The revised progress schedule must be submitted within five (5) working days of when the County' Purchasing Agent, or delegated authority, approves the change.
- .6 The Contractor agrees that the determination of the Purchasing Agent, or delegated authority, 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, subject to other remedies available under the Contract.

#### 8.3.6 DISCRETIONARY TIME EXTENSION FOR BEST INTEREST OF COUNTY

- .1 The County reserves the right to extend the Contract Time for completion of the Work if the County determines that such extension is in the best interest of the County.
- .2 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 Purchasing Agent, or delegated authority, may deem proper, of the actual cost to the County for engineering, 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.
- .3 In the event such extension is ordered over the objection of the Contractor, the Contractor shall be entitled to a Supplemental Job 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 Supplemental Job Order.

#### 8.3.7 LIQUIDATED DAMAGES

- .1 If the Work is not completed by Contractor in the time specified in Article 3 of the Section 00 52 00, Agreement between Owner and Contractor, 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 sums specified in Section 00 73 00 Supplementary Conditions and Section 00 74 00 JOC Supplementary Conditions and Procedure for Ordering Work 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. Liquidated Damages shall be the County's exclusive remedy for delay in lieu of all other types of damages.
- .2 This liquidated damages provision shall apply to all delays of any nature whatsoever, save and except only unavoidable delays approved by the Purchasing



Agent, or delegated authority, pursuant to Section 8.3, or discretionary time extensions approved by the Purchasing Agent, or delegated authority, pursuant to Section 8.3.3.

#### 8.3.8 EXTENSION OF TIME NOT A WAIVER

- .1 Any extension of the Job Order Completion 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 each Job Order in the Job Order Completion Time.
- .2 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 maximum value 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, and within fifteen working days of the Job Order Notice to Proceed, 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 On or before the 1<sup>st</sup> date of the month (for the previous month) of 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, Application and Certificate for Payment and G703/Cma, 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 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 20<sup>th</sup> 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 five (5%) 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 Job Order Completion Time be extended, nor shall the Job Order Price be increased in any way, including by reason of any costs incurred by Contractor, except to the extent of said interest payment.

.2 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 35 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.



- 9.3.5 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.
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. Securities eligible for investment under this Agreement, as provided by Public Contract Code § 22300, shall be those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and County.
11. The venue of any litigation concerning the rights and obligations of the parties to this agreement shall be the County of Solano and the removal provisions of Code of Civil Procedure Section 394 shall not apply to any such litigation.
12. 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: CPM Division Manager  
Name: Mark A. Hummel  
Signature: \_\_\_\_\_  
Address: 675 Texas Street, Suite 2500  
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: CPM Division Manager  
Name: Mark A. Hummel  
Signature: \_\_\_\_\_  
Address: 675 Texas Street, Suite 2500  
Fairfield, CA 94533

**On behalf of Contractor:**

Title: \_\_\_\_\_  
Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Address: \_\_\_\_\_

**On behalf of 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 inform the Contractor that Project Application for Payment is acceptable for processing 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.
- 9.4.2 Informing the Contractor that Project Application for Payment is acceptable for processing 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 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 informing the Contractor that Project Application for Payment is acceptable for processing, 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 accepted for processing the Project Application for Payment; the County shall make payment in the manner and within the time provided in the Contract Documents.
- 9.5.2 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.



- 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 inform the Contractor 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 final payment previously accepted to be processed 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 Job Order Price;
  - .5 damage to the County or another contractor;
  - .6 reasonable evidence that the Work will not be accomplished in compliance with the Job Order Completion Time;
  - .7 persistent failures to carry out the Work in accordance with the Contract Documents; or
  - .8 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 (omitted)

9.8 JOB ORDER COMPLETION TIME (“FINAL COMPLETION”) AND FINAL PAYMENT

9.8.1 Following the Contractor’s Job Order Completion Time of the Work, the Contractor shall forward to the Project Manager a written notice that the Work is ready for final review and acceptance and shall also forward to the Project Manager a final Application for Payment. Upon receipt of notice, the Project Manager will promptly make such inspection. When the Project Manager finds the Work acceptable under the Contract documents and the Job Order is fully performed, the Project Manager will inform the Contractor that final payment is acceptable for processing. 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 Job Order 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 final payment acceptable for processing 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, or no bond is in place, 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, Job Order Completion Time is materially delayed through no fault of the Contractor or by the issuance of Supplemental Job Orders affecting Job Order Completion Time, 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 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 County Recorder's Office.

**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 Subcontractors 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 reasonable 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 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 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 five (5) working days following the Notice of Intent to Award the Contracts, 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 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: \$5,000,000 per occurrence for bodily injury, personal injury and property damage and \$10,000,000 general aggregate limit.
- .2 Automobile Liability: \$2,000,000 combined single limit per accident for bodily injury and property damage, including all owned, non-owned and hired automobiles, trucks, and trailers with combined single limit of not less than \$2,000,000 for bodily injury, \$2,000,000 for property damage, and with a \$2,000,000 policy limit.
- .3 Workers’ Compensation and Employers Liability: Workers’ compensation limits as required by Cal. Labor Code and Employers Liability limits of \$2,000,000 per accident.
- .4 Pollution Legal Liability: 1 Million per occurrence and \$2 Million aggregate limit.

If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the County. No representation is made that the minimums shown above are sufficient to cover the indemnity or other obligations of the Contractor under this Contract.

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.





- 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:
- a. 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.
  - b. Insurance shall contain a provision requiring the insurance carriers to waive their rights of subrogation against County and all additional insured, as well as other insurance carriers for the Work.
- .4 Builder's Risk (Course of Construction) Insurance:  
Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the County as a loss payee as their interest may appear. In the alternative, at the option of the County, an Installation Floater may be acceptable. In such case, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property



damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the County's site."

- 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 insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Minimum Limits of Insurance: Subcontractors shall maintain limits no less than:

1. General Liability: \$2,000,000
2. Automobile Liability: \$2,000,000
3. Worker's Compensation and Employer's Liability: As required by the State of California Labor Code and Employers Liability

## **ARTICLE 12** **CHANGES IN THE WORK**

### 12.1 SUPPLEMENTAL JOB ORDERS

- 12.1.1 Definition: A Supplemental Job 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 Job Order, authorizing a change in the Work or an adjustment in the Job Order Price or the Job Order Completion Time. The Job Order Price and the Job Order Completion Time shall be changed only by Supplemental Job Order. A Supplemental Job Order signed by the Contractor indicates the Contractor's agreement therewith, including the adjustment in the Job Order Price or the Job Order Completion Time, for full and final settlement of all costs (direct, indirect, and overhead) related to the Work authorized by the Supplemental Job Order.
- 12.1.2 The County, without invalidating the initial Detailed Scope of Work, may order changes in the Work within the general scope of the Contract consisting of additions, deletion or other revisions, the Job Order Price and Job Order Completion Time being adjusted accordingly. All such changes in the Work shall be authorized by Supplemental Job Order and shall be performed under the applicable conditions of the Contract Documents.
- 12.1.3 The Cost for all changed, deleted, omitted, or extra work shall be contained in a Supplemental Job Order the value of which shall be calculated according to the procedures for developing and pricing all Job Orders.
- 12.1.4 Credit Job Orders and Tasks shall be calculated at the pre-set unit prices and multiplied by the appropriate Adjustment Factors. The result is that a credit for Tasks that have been



deleted from the Detailed Scope of Work will be given at 100% of the value at which they were included in the original Proposal.

#### 12.1.5 MATERIAL PRICE SPIKE ADJUSTMENT

Material price spike adjustment: For the purpose of this clause, a “major spike” is defined as a spike in a specific material cost of more than 25% above what the cost of that material was on the date the Construction Task Catalog® was issued.

1. In the event a major spike occurs in a specific material cost, the Contractor may submit a request for a price modification to a Unit Price or individual Job Order. In order to initiate such a request, the Contractor shall,
  - a) identify the specific material that has experienced a major spike,
  - b) identify Pre-priced Task(s) or Job Orders that require the material experiencing a major spike, and
  - c) demonstrate that the spike exists by submitting a minimum of three quotes on material supplier letterhead to show that the current price meets the “major spike” definition above.

The County, after review of a request, may elect to adjust the Unit Price or Job Order by considering it a “Non Pre-Priced” (NPP) item. The adjustment will be for the difference between the material cost at the time the Construction Task Catalog® was issued times the quantity stated in the Job Order. The adjustment will not include any other markup, and the NPP adjustment factor will not apply.

The County, at its option, may also determine that a drastic decrease in a material cost warrants the same NPP adjustment downward in the Unit Price or a Job Order.

#### 12.2 SITE CONDITIONS

- 12.2.1 If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and general recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect/Engineer before conditions are disturbed and in no event later than 10 days after first observance of the conditions. The Architect/Engineer will promptly investigate such conditions and, if the Architect/Engineer determines that the conditions differ materially and cause an increase or decrease in the Contractor’s cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Job Order Price or Job Order Completion Time, or both. If the Architect/Engineer determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect/Engineer shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect/Engineer’s determination or recommendation, that party may proceed as provided in Article 7.



### 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 Job Order Completion Time or Job Order Price, 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 Job Order Completion Time or Job Order Price resulting from such request for equitable adjustment shall be authorized by Supplemental Job 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 Job Order price or extension of the Job Order Completion 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, Engineer'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 Supplemental Job Order, be charges 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 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 Supplemental Job 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 Supplemental Job Order will be issued to reflect a reduction in the Job Order Price where appropriate and equitable. Such adjustment shall be affected 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 Job Order 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 Job Order 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 for which the Contractor has been paid by the County, 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 and equipment 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 Job Order Price exceeds the costs of finishing the Work, including compensation for the Project Manager's and Engineer'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 fifteen (15) 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/Engineer may or may not have will not be acceptable.

15.1.3 The Engineer'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 Technical Specifications are organized into Divisions, Sections, and Trade headings based on the Construction Specifications Institute's Master Format – 2004 Edition, 48 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 Technical 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/Engineer or the Project Manager for omissions or duplications by the Contractor in the completion of the Contract due to any 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 Technical Specifications requires 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.
- 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 Technical Specifications, workmanship shall conform to all of the methods and operations of industry 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 (10) calendar 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 18101815 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.

END OF SECTION 00 72 00



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 County’s Capital Project’s Management staff who coordinates and receives all communications from Contractors and assists in the administration of the Contract.

1.3 ARTICLE 4 – CONTRACTOR

PARAGRAPH 4.2 – REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS

Add the following Clauses to Article 4.2:

- 4.2.6 The County shall not be responsible for the repair or replacement of existing known or reasonably discoverable utilities.

1.4 ARTICLE 4 – CONTRACTOR

Add the following Paragraph, 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 facilities. The Contractor must provide, at Contractor’s expense, a means to provide temporary power, telephone/data, sewer, gas or other required utilities to the existing facility. 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.

1.5 ARTICLE 8 – TIME

PARAGRAPH 8.3.4 – LIQUIDATED DAMAGES

REVISE the following Clauses to Subparagraph 8.3.4:

- 8.3.4 Liquidated Damages will be assessed at the sole discretion of the County, on a **Job Order by Job Order basis**. For each calendar day that the Detailed Scope of Work for a Job Order shall remain incomplete after the Job Order Completion Time, as amended pursuant to this Contract, the amount per calendar day specified in following table, Schedule of Liquidated Damages, will be deducted from any money due the Contractor, not as a penalty but as liquidated damages.



Value of Job Order	Liquidated Damages
\$0 to \$10,000	\$100/Day
\$10,001 to \$50,000	\$250/Day
Over \$50,000	\$500/Day

1.6 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.

- Daily rainfall equal to, or greater than, 1/4 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:

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

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

- 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. Delay claims due to rainfall of one quarter inch or more overnight will be reviewed on a case-by-case basis for comparison with the nature of work scheduled for the following day.

3. Unused anticipated rain-days shall be realized as Float to the Project and managed per specification Section 01 32 16/ Progress Schedules and Reports. If there are unused anticipated rain-days realized as Float, this would not reduce or modify the Completion date.
4. Weather Allowance: Job Order Completion Time will include in the overall contract duration an allowance for normal adverse weather. Each Job Order will include, if any, an allotment of weather days for each winter weather period is to be indicated on the critical path as a single, separate activity. The winter weather period is defined as October 1st through March 31st, inclusive. County approved weather delays will be applied against the allotment. Once the allotment is exhausted the Contractor will be granted non-compensable time extensions for County approved weather delays.

#### 1.7 ARTICLE 9 – PAYMENTS AND COMPLETION

##### PARAGRAPH 9.5 – PROGRESS PAYMENTS

Add the following to Subparagraph 9.5:

- 9.5.6 Progress Payment shall include updated construction schedule; Project Manager's review of updates to field set of drawings (As-Built), Updated Project Schedule, and Daily Reports.

#### 1.8 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 prior to installation. The Contractor is responsible for the security of all items within the temporary fencing perimeter.

PART 2 – PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 00 73 00



SECTION 00 74 00 – JOC SUPPLEMENTAL CONDITIONS AND PROCEDURE FOR ORDERING WORK

**1. DEFINITIONS**

- 1.1. **Adjustment Factor** - A competitively bid adjustment to be applied to the Unit Prices listed in the Construction Task Catalog®.
- 1.2. **Award Criteria Figure** - The sum of the extended totals as calculated in the on the Bid Form, which is used for the purposes of determining the lowest Bid.
- 1.3. **Base Term** - The initial period of the Contract and does not include any Option Terms.
- 1.4. **Construction Task Catalog®** - A comprehensive listing of construction related tasks together with a specific unit of measure and a published Unit Price.
- 1.5. **Detailed Scope of Work** - A document setting forth the work the Contractor is obligated to complete for a particular Job Order.
- 1.6. **Job Order** - A written order issued by the Owner requiring the Contractor to complete the Detailed Scope of Work within the Job Order Completion Time for the Job Order price. A project may consist of one or more Job Orders.
- 1.7. **Job Order Completion Time** - The time within which the Contractor must substantially complete the Detailed Scope of Work.
- 1.8. **Job Order Price** - The value of the approved Price Proposal and the amount the Contractor will be paid for completing the Detailed Scope of Work within the Job Order Completion Time.
- 1.9. **Job Order Proposal** - A set of documents including: (a) Price Proposal; (b) construction schedule; (c) list of proposed subcontractors; and (d) other requested documents.
- 1.10. **Joint Scope Meeting** - A meeting at the site to discuss the work to be performed before the Detailed Scope of Work is finalized.
- 1.11. **Maximum Contract Value** - The maximum value of Job Orders that the Contractor may receive under this Contract.
- 1.12. **Minimum Contract Value** – The minimum value of Job Orders that the Contractor is guaranteed the opportunity to perform under this Contract
- 1.13. **Non-Prepriced Task** - A task that is not set forth in the Construction Task Catalog®.
- 1.14. **Normal Working Hours** - Includes the hours from 7:00 a.m. to 5:00 p.m. Monday through Friday, except for County holidays.
- 1.15. **Other Than Normal Working Hours** - Includes the hours of 5:00 p.m. to 7:00 a.m. Monday through Friday and all-day Saturday, Sunday, and County holidays.
- 1.16. **Prepriced Task** - A task set forth in the Construction Task Catalog®, which includes a description of the task, a unit of measure, and a unit price.





- 1.17. **Price Proposal** - A document prepared by the Contractor that includes Prepriced Tasks, quantities, appropriate Adjustment Factors, and Non-Prepriced Tasks required to complete the Detailed Scope of Work.
- 1.18. **Project** - The collective improvements to be constructed by the Contractor pursuant to a Job Order or a series of related Job Orders.
- 1.19. **Request for Job Order Proposal** - A written request to the Contractor to prepare a Job Order Proposal for the Detailed Scope of Work referenced therein.
- 1.20. **Secured Facilities** – Any secured facility (or space) under the jurisdiction of the County of Solano, that will require background checks. Facilities (or spaces) include, but not limited to, Justice Center Detention Facility, Juvenile Detention Facility, Claybank Detention Facility, Stanton Detention Facility, and others assigned to Sheriff's Office, Probation, District Attorney, and Child Support Services. Refer to Section 01 35 53 – Project Security Procedures for more information.
- 1.21. **Supplemental Job Order** - A secondary Job Order developed after the initial Job Order has been issued to change, delete, or add work to the initial Detailed Scope of Work, or to change the Job Order Completion Time.
- 1.22. **Technical Specifications** - The written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.
- 1.23. **Unit Price** - The unit price published in the Construction Task Catalog® for a Prepriced Task.

## 2. CONTRACTOR SELECTION

- 2.1. The Owner may award an individual Project to any contractor. The Owner will select the contractor in accordance with the established procedures and based on one or more of the following criteria:
  - 2.1.1. Rotational selection among all contractors, unless otherwise determined by the Owner.
  - 2.1.2. Contractor's experience with similar type work, project size, construction management challenges, construction schedule, etc.
  - 2.1.3. Contractor's performance in developing Job Orders and completing Projects.
  - 2.1.4. Balancing Job Order volume among contractors.
  - 2.1.5. Limitations posed by bonding capacity of the contractors.
  - 2.1.6. Price, as determined by the Adjustment Factors of the contractors.
  - 2.1.7. Other appropriate criteria as deemed in the best interest of the Owner.

## 3. PROCEDURE FOR ORDERING WORK / DEVELOPING A JOB ORDER

- 3.1. CONDUCT THE JOINT SCOPE MEETING



- 3.1.1. As the need exists, the Owner will notify the Contractor of a potential Project and schedule a Joint Scope Meeting.
- 3.1.2. The Contractor does not have the right to refuse to perform any Project, Prepriced Task, or Non-Prepriced Task.
- 3.1.3. The Contractor shall attend the Joint Scope Meeting and discuss, at a minimum, the following items:
  - 3.1.3.1. General scope of work to be performed
  - 3.1.3.2. Presence of hazardous materials
  - 3.1.3.3. Job Order specific Insurance (if any)
  - 3.1.3.4. Liquidated damages
  - 3.1.3.5. Required permits – including drawings for permits
  - 3.1.3.6. Requirements for catalog cuts, technical data, samples and shop drawings;
  - 3.1.3.7. Requirements for professional services, sketches, drawings, and specifications;
  - 3.1.3.8. Long lead time materials
  - 3.1.3.9. Access to the site and protocol for workers entering the site
  - 3.1.3.10. Staging area and areas that are off-limits
  - 3.1.3.11. Construction schedule and work hours – with critical milestones and phasing requirements
  - 3.1.3.12. Controlled inspections, testing requirements
  - 3.1.3.13. Alternatives for performing the work and value engineering suggestions
  - 3.1.3.14. Organization of Price Proposal – by location, by corner, etc.
  - 3.1.3.15. Due Date for Detailed Scope of Work and for Price Proposal

#### **4. PREPARE THE DETAILED SCOPE OF WORK**

- 4.1. After the Joint Scope Meeting, the Owner will prepare a draft Detailed Scope of Work which will reference any drawings, specifications, sketches, photographs, and other documents required to accurately describe the work to be performed. The Contractor shall review the Detailed Scope of Work and request any required changes or modifications. When an acceptable Detailed Scope of Work has been prepared, the Owner will issue a Request for Job Order Proposal that will require the Contractor to prepare a Job Order Proposal. The Detailed Scope of Work, unless modified by both the Contractor and the Owner, will be the basis on which the Contractor will develop its Job Order Proposal and the Owner will



evaluate the same. The Contractor does not have the right to refuse to perform any task or any work in connection with a particular Project.

- 4.2. The Owner may, at its option, include quantities in the Detailed Scope of Work if it helps to define the Detailed Scope of Work, if the actual quantities required are not known or cannot be determined at the time the Detailed Scope of Work is prepared, if the Contractor and the Owner cannot agree on the quantities required, or for any other reason as determined by the Owner. In all such cases, the Owner shall issue a Supplemental Job Order adjusting the quantities appearing in the Detailed Scope of Work to the actual quantities.
- 4.3. If the Contractor requires additional information to clarify the Detailed Scope of Work before preparing the Job Order Proposal, the Contractor will make such request quickly so that the Job Order Proposal can be submitted on time.

## 5. PREPARE THE JOB ORDER PROPOSAL

- 5.1. The Contractor will prepare a Job Order Proposal including:
  - 5.1.1. Price Proposal;
  - 5.1.2. Required drawings or sketches;
  - 5.1.3. Support documentation for Non-Prepriced Tasks;
  - 5.1.4. Construction Schedule;
  - 5.1.5. List of anticipated Subcontractors;
  - 5.1.6. Other requested documents.
- 5.2. The Contractor will prepare Price Proposals in accordance with the following:
  - 5.2.1. **Prepriced Task:** The Contractor shall select the appropriate Prepriced Tasks, enter the accurate quantities, and select the appropriate Adjustment Factor to be used for each such Prepriced Task. The Contractor shall use the Adjustment Factors in effect on the date the Price Proposal is due, even though the Job Order may be issued after the Adjustment Factors have been updated.
  - 5.2.2. **Non Pre-priced Task:**
    - 5.2.2.1. If the Contractor will perform the work with its own forces, it shall submit three independent quotes for all material to be installed and shall, to the extent possible, use Prepriced Tasks for labor and equipment from the Construction Task Catalog<sup>®</sup>. If the work is to be subcontracted, the Contractor shall submit three independent quotes from subcontractors. The Contractor shall not submit a quote from any subcontractor or materialman that the Contractor is not prepared to use. The Owner may require additional quotes if the subcontractors are not acceptable or if the prices are not reasonable. If three quotes cannot be obtained, the Contractor shall provide the Owner with a



written explanation. If the explanation is accepted by the Owner, the Contractor may provide less than three quotes.

5.2.2.2. Information submitted in support of Non-Prepriced Tasks may include catalog cuts, technical data, drawings, or other information as required.

5.2.2.3. The final price submitted for Non-Prepriced Tasks shall be according to the following formula:

**For Non-Prepriced Tasks Performed with Contractor's own forces:**

**A** = The hourly rate for each trade classification not in the Construction Task Catalog® multiplied by the quantity;

**B** = The hourly, weekly, or monthly rate for each piece of equipment not in the Construction Task Catalog® multiplied by the quantity;

**C** = Lowest of three independent quotes for all materials.

**Total for Non-Prepriced Tasks performed with Contractor's own forces** = (A+B+C) x Appropriate Adjustment Factor

**For Non-Prepriced Tasks Performed by subcontractors:**

If the Non-Prepriced Task will be subcontracted, the Contractor must submit three independent quotes for the work.

**D** = Lowest of three subcontractor quotes

**Total for Non-Prepriced Tasks performed by subcontractors** = D x Appropriate Adjustment Factor

5.2.2.4. After the cost for a Non Prepriced Task has been approved, the Owner may determine that such cost shall be fixed for all future Price Proposals and will not require subcontractor quotes for price determination. The Owner reserves the right to request the Contractor provide current quotes for any Non Prepriced Task approved previously.

5.2.2.5. The value of the Price Proposal shall be calculated by summing the total of the calculations for each Prepriced Tasks (Unit Price x quantity x Adjustment Factor) plus the value of all Non Pre-priced Tasks.

5.3. Whenever, because of trade jurisdiction rules or small quantities, the cost of a Prepriced Task is less than the actual cost of the labor and material to perform such Prepriced Task, the Owner may permit the Contractor to be paid for such Prepriced Task as a Non-Prepriced Task or use Prepriced Tasks for labor and the material component pricing of the Prepriced



Task to cover the actual costs incurred. Provided, however, that there is no other work for that trade on the Project or the other work for that trade cannot be scheduled at the same time and the actual cost does not exceed \$1,000.

- 5.4. Contractor shall make the necessary arrangements for and obtain all filings and permits required to perform the Detailed Scope of Work, including the preparation of all drawings, sketches, calculations and other documents and information that may be required therefor. If the Contractor is required to pay an application fee for filing a Project, a fee to obtain a building permit, or any other permit fee to the City, State or some other governmental or regulatory agency, then the amount of such fee paid by the Contractor for which a receipt is obtained shall be treated as a reimbursable task to be paid without mark-up. The costs of expediting services or equipment use fees are not reimbursable.
- 5.5. Incidental Engineering and Architectural Services. Incidental engineering and architectural services include project layout drawings, sketches, shop drawings, as-built drawings, professional services by an engineer or architect taking less than four hours, and safety plans. If the Contractor is required to provide drawings stamped by a professional engineer or architect, then the Contractor will be paid through the reimbursable task included in the Price Proposal.
- 5.6. The Contractor's Job Order Proposal shall be submitted by the date set forth in the Request for Job Order Proposal.
- 5.7. The amount of time allowed for the Contractor to prepare the Job Order Proposal will depend on the complexity of the Detailed Scope of Work and on the date by which the Owner requires the Detailed Scope of Work to be completed. Generally, the Contractor will be allowed between seven and fourteen calendar days to prepare the Job Order Proposal. For complex Projects or Projects requiring engineering and architectural services to be completed before a Job Order Proposal can be prepared, the amount of time allowed will be increased.
- 5.8. If the Contractor requires clarifications or additional information regarding the Detailed Scope of work in order to prepare the Job Order Proposal, the request must be submitted so that the submittal of the Job Order Proposal is not delayed.
- 5.9. In emergency situations and minor maintenance and repair Job Orders requiring an immediate response, the Job Order Proposal may be required in less than seven calendar days, or as described below, the Contractor may be directed to begin work immediately with the paperwork to follow.
- 5.10. In the event an immediate response is necessary, the Contractor shall be required to follow alternative procedures as established by the Owner. The Contractor shall begin work as directed notwithstanding the absence of a fully developed Detailed Scope of Work, Request for Job Order Proposal, or Job Order. The Contractor shall be compensated for such work as if the work had been ordered under the standard procedures to develop a Job Order.
- 5.11. For purposes of Using the Construction Task Catalog<sup>®</sup>, the project site is defined as the exterior perimeter of a building. For work not performed in a building, the project site is defined as the limits of the work area.



## **6. REVIEW THE JOB ORDER PROPOSAL**

- 6.1. The Owner will review the Job Order Proposal.
- 6.2. All incomplete Job Order Proposals shall be rejected.
- 6.3. The County will evaluate the entire Job Order Proposal and compare these with the County's cost estimate of the Detailed Scope of Work to determine the reasonableness of approach, including the appropriateness of the tasks and quantities proposed.
- 6.4. The Owner will review the Price Proposal to determine the accuracy of the Prepriced Tasks, quantities, Adjustment Factors, and Non-Prepriced Tasks.
- 6.5. The Contractor may choose the means and methods of construction. Provided, however, the Owner may reject any means and methods proposed by the Contractor that:
  - 6.5.1. Will constitute or create a hazard to persons or property;
  - 6.5.2. Will not produce the Detailed Scope of Work in accordance with the terms of the Contract; or
  - 6.5.3. Unnecessarily increases the Job Order Price when alternative means and methods are available.
- 6.6. By submitting a Job Order Proposal to the Owner, the Contractor is offering to complete the Detailed Scope of Work within the proposed construction schedule for the value of the Price Proposal.
- 6.7. It is the Contractor's responsibility to include the necessary Prepriced Tasks and Non-Prepriced Tasks, accurate quantities, and correct Adjustment Factors in the Price Proposal prior to delivering it to the Owner.

## **7. ISSUE THE JOB ORDER**

- 7.1. If the Job Order Proposal is found to be complete and accurate, the Owner may issue a Job Order to the Contractor.
- 7.2. The Job Order signed by the Owner and delivered to the Contractor constitutes the Owner's acceptance of the Contractor's Job Order Proposal. Owner shall issue a Notice to Proceed.
- 7.3. A Job Order will reference the Detailed Scope of Work and set forth the Job Order Completion Time and the Job Order Price. The Job Order Price shall be the value of the approved Price Proposal.
- 7.4. All clauses of this Contract shall apply to each Job Order.
- 7.5. The Contractor will be paid the Job Order Price for completing the Detailed Scope of Work within the Job Order Completion Time.
- 7.6. The Owner, without invalidating the Job Order, may order changes in the Detailed Scope of Work by adding to, changing, or deleting from the Detailed Scope of Work, by issuing a



Supplemental Job Order. All Supplemental Job Orders shall be developed in accordance with these procedures for ordering work.

- 7.7. The Owner may decide not to issue a Job Order under development, may decide to cancel a Job Order or any portion of a Job Order, or cancel a Project or any portion of a Project, for any reason. In such case, the Contractor shall not recover any costs arising out of or related to the development of the Job Order including but not limited to attending the Joint Scope Meeting, preparing or reviewing the Detailed Scope of Work, preparing a Job Order Proposal (including incidental architectural and engineering services), subcontractor costs, or reviewing the Job Order Proposal with the Owner. The Owner may perform such work by other means.
- 7.8. A Job Order will reference the Detailed Scope of Work and set forth the Job Order Completion Time, and the Job Order Price. A separate Job Order will be issued for each Project. Extra work, credits, and deletions will be contained in a Supplemental Job Order. The Job Order Price shall be a lump sum, fixed price for the completion of the Detailed Scope of Work.

## 8. CHANGES IN THE WORK

- 8.1. The Owner, without invalidating the Job Order, may order changes in the Detailed Scope of Work by adding to, changing, or deleting from the Detailed Scope of Work, by issuing a Supplemental Job Order.
- 8.2. All Supplemental Job Orders shall be developed and priced in accordance with the Procedures for Developing All Job Orders
- 8.3. Price Proposals for Supplemental Job Orders shall include credits for deleted Prepriced Tasks and Non Pre-priced Tasks. Deleted tasks shall result in a credit equal to 100% of the value at which those tasks were included in the original Price Proposal.

## 9. UNILATERAL JOB ORDER

- 9.1. If the Contractor has failed to submit a Proposal or the parties fail to reach an agreement, the County may issue a Unilateral Job Order. Compensation for the Work shall be in accordance with the CTC and terms and conditions of the Contract. The Contractor must commence any work issued under a Unilateral Job Order in the time stated in the Job Order. Failure to commence Work will result in termination of this Contract for cause. The issuance of a Unilateral Job Order will not prejudice any of the Contractor's rights to make claims or appeal disputed matters.

## 10. LIQUIDATED DAMAGES

- 10.1. At the sole discretion of the Owner, liquidated damages will be assessed, if at all, on a **Job Order-by-Job-Order** basis. County reserves the right to modify liquidated damages based on project needs. For each calendar day that the Detailed Scope of Work for a Job Order shall remain incomplete after the Job Order Completion Time, as amended pursuant to this Contract, the amount per calendar day specified in following table, Schedule of Liquidated Damages, will be deducted from any money due the Contractor, not as a penalty but as liquidated damages.



<b>Value of Job Order</b>	<b>Liquidated Damages</b>
\$0 to \$10,000	\$100/Day
\$10,001 to \$50,000	\$250/Day
Over \$50,000	\$500/Day

## 11. KEY PERSONNEL

- 11.1. The Contractor shall assign a full-time person as its representative for this Contract. This person shall be acceptable to the Owner and shall have a cell phone at which he or she can be reached at all times.
- 11.2. The Contractor shall also have at all times an Office Manager and a Superintendent assigned to this Contract. Additional staff will be provided depending on the volume of work. For each Job Order issued, the Contractor shall identify the Superintendent responsible for that Job Order. The Superintendent shall be reachable 24 hours a day, seven days a week. If the named Superintendent is not available because of illness or vacation or the like, the Contractor shall notify the Owner of a substitute Superintendent. **At all times, the Contractor shall provide at least one Superintendent for every four Job Orders.** Whenever, in the sole discretion of the Owner, the Contractor is not providing a sufficient level of supervision, the Owner may direct the Contractor to increase the level of supervision for any or all projects, including but not limited to the right to direct the Contractor to assign a full time, dedicated Superintendent for any project; submit daily management, inspection, activity, and planning reports; substitute subcontractors; submit daily photographs of the work in place and the work areas prepared for the next day's work; and develop a site specific quality control program, all at no cost to the Owner.

## 12. LICENSE REQUIREMENTS

- 12.1. The Contractor and its subcontractors must obtain and maintain as current all licenses required by state or local laws, codes, regulations or rules. The Contractor shall upon request at any time during the term of this Contract submit to the Owner evidence that it and its subcontractors hold the required licenses.

## 13. AS-BUILT DRAWINGS

- 13.1. If the Contractor is provided, or prepares, drawings as part of the Detailed Scope of Work, then as the Detailed Scope of Work progresses the Contractor shall keep a complete and accurate record of changes to, and deviations from, such drawings. The As-Built Drawings will be created in the same medium (paper, electronic) in which they were originally prepared.

## 14. JOB ORDER CONTRACTING SOFTWARE AND SYSTEM LICENSE

- 14.1. The Owner selected The Gordian Group's (Gordian) Job Order Contracting (JOC) System for their JOC program. The Gordian JOC Solution™ includes Gordian's proprietary JOC





Management Software, construction cost data, and Construction Task Catalog<sup>®</sup>, which shall be used by the Contractor solely for the purpose of fulfilling its obligations under this Contract, including the preparation and submission of Job Order Proposals, subcontractor lists, and other requirements specified by the Owner. **The Contractor shall be required to execute Gordian's JOC System License and Fee Agreement and pay a 1% JOC System License Fee (License Fee) on all Job Orders issued to obtain access to the Gordian JOC Solution<sup>™</sup>.** The License Fee is to be included in the Contractor's Adjustment Factors.

## 15. ORDER OF PRECEDENCE

Any inconsistency in Contract Documents shall be resolved by giving precedence in the following order:

- 15.1. Contract Modifications (later takes precedence over earlier)
- 15.2. Agreement
- 15.3. Addenda (later takes precedence over earlier)
- 15.4. JOC Supplemental Conditions
- 15.5. Job Orders (including Detailed Scopes of Work, Job Order Proposals, and any Supplemental Job Orders)
- 15.6. Invitation for Bid
- 15.7. General Terms and Conditions
- 15.8. The Construction Task Catalog<sup>®</sup>
- 15.9. Technical Specifications

END OF SECTION 00 74 00



## SECTION 01 11 00 - SUMMARY OF WORK

### PART 1 - GENERAL

#### 1.01 OVERVIEW OF CONTRACT

- A. A Job Order Contract is an indefinite quantity contract pursuant to which the Contractor will perform an ongoing series of individual projects at different locations throughout the county. The bid documents include a Construction Task Catalog (CTC)® containing construction tasks with preset unit prices. All unit prices are based on local labor, material and equipment prices and are for the direct cost of construction.
- B. The Contractor will bid adjustment factors to be applied to the unit prices. The same adjustment factors apply to every task in the CTC®.
- C. This Contract will be awarded to the lowest, responsive, responsible bidder for the license requested.
- D. Thereafter, as work is identified, the Contractor will attend a Joint Scope Meeting with the Owner to review and discuss the proposed work. The Owner will prepare a Detailed Scope of Work and issue a Request for Job Order Proposal to the Contractor. The Contractor will then prepare a Job Order Proposal including a Price Proposal, construction schedule, list of proposed subcontractors, and other requested documentation.
- E. The value of the Price Proposal shall be determined by summing the total of the following calculation for each Prepriced Task: Unit Price x quantity x Adjustment Factor, plus the value of all Non-Prepriced Tasks. The Job Order Price shall equal the value of the approved Price Proposal.
- F. If the Job Order Proposal is found to be complete and accurate, the Owner may issue a Job Order to the Contractor.
- G. A Job Order will reference the Detailed Scope of Work and set forth the Job Order Completion Time and the Job Order Price. The Contractor will be paid the Job Order Price for completing the Detailed Scope of Work within the Job Order Completion Time.
- H. Extra work, credits, and deletions will be contained in a Supplemental Job Order.

#### 1.02 DESCRIPTION OF WORK

- A. The work of this Contract will be set forth in the Detailed Scope of Work referenced in the individual Job Orders. The Contractor is required to complete each Detailed Scope of Work for the Job Order Sum within the Job Order Completion Time.
- B. County issued badges are required for all contractors and need to be work at all times.

#### 1.03 WORK SEQUENCE

- A. The Work will be conducted according to the Contractor's Construction Schedule on each Job Order.

#### 1.04 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.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01 11 00



## SECTION 01 25 13 - PRODUCT SUBSTITUTIONS

### PART 1 - GENERAL

#### 1.01 RELATED DOCUMENTS

- A. Job Order and general provisions of Contract, including General and Supplementary Conditions, JOC Supplemental Conditions and Procedure for Ordering Work, and other Divisions 00 and 01 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 Contractor's Construction Schedule is specified in Section 01 32 16, "Progress Schedules and Reports"; and the Schedule of Submittals is included under Section 01 33 00, "Submittals Procedures."
- C. Standards: Refer to Section 01 42 00 "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 01 60 00 "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 or Engineer.
  - 3. Specified options of products and construction methods included in Contract Documents.
  - 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 for approval to the Project Manager within 15 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 Architect/Engineer, 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 Architect/Engineer 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 Architect/Engineer 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 Engineer.
  - 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 Job Order Price 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 Engineer'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 Job Order Completion 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/her 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 Engineer'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.
  5. The cost of reviewing such proposed products by the Project Manager/Architect or his consultants, or the County's consultants, and any Project Manager/Architect or consultant fees necessary to accommodate the substitution into the Work, shall be processed as a deductive Supplemental Job Order in accordance with the GENERAL CONDITIONS, SUPPLEMENTARY CONDITIONS and JOC SUPPLEMENTAL CONDITIONS AND PROCEDURE FOR ORDERING WORK.
- 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 Supplemental Job 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 Project Manager/Architect's prior written acceptance.



PART 2 – PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01 25 13

SUBSTITUTION REQUEST FORM FOLLOWS



**SUBSTITUTION REQUEST FORM**

TO \_\_\_\_\_

PROJECT: \_\_\_\_\_  
(Indicate Job Order Number)

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

Proposed Substitution \_\_\_\_\_

Section	Paragraph	Specified Item
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Attach complete technical data, including laboratory tests, if applicable.

Include complete information on changes to Drawings and Technical 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 Design Consultant

Signature \_\_\_\_\_

\_\_\_Accepted \_\_\_Accepted as Noted

Firm \_\_\_\_\_

\_\_\_Not Accepted \_\_\_ Received Too Late

Address \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Remarks \_\_\_\_\_

Telephone \_\_\_\_\_



SECTION 01 29 00 - APPLICATION FOR PAYMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Job Order and general provisions of Contract, including General and Supplementary Conditions, JOC Supplemental Conditions and Procedure for Ordering Work, and other Divisions 00 and 01 Specification Sections, apply to this Section.

1.2 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, List of Subcontracts, and Submittal Schedule.
- B. The Contractor's Construction Schedule requirements are included in Section 01 32 16, "Progress Schedules and Reports"; and Submittal Schedule requirements are included in Section 01 33 00, "Submittals Procedures".

1.3 SCHEDULE OF VALUES

- A. Coordinate preparation of the Schedule of Values with preparation of the Job order Proposal.

1.4 APPLICATIONS FOR PAYMENT

- 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 and the final Application for Payment involve additional requirements.
- B. Payment Application Times: Each progress payment date is as indicated in the Job Order. The period of construction Work covered by each Application or Payment is the period indicated in the Job Order.
- C. Payment Application Forms: Use AIA Document G702/CMA and Continuation Sheets G703 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 Supplemental Job 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 that 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.
    - a. When an application shows completion of an item, submit final or full waivers.
    - b. 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.
  8. Copies of authorizations and licenses from governing authorities for performance of the Work.
  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.
  4. Maintenance instructions.
  5. Meter readings.



6. Start-up performance reports.
7. Change-over information related to County's occupancy, use, operation and maintenance.
8. Final cleaning.
9. Application for reduction of retainage, and consent of surety.
10. Completion of Project closeout requirements.
11. Completion of items specified for completion after Job Order 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.
16. Removal of surplus materials, rubbish and similar elements.
17. Change of door locks to County's access.
18. Sign off sheets for wastewater 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)

END OF SECTION 01 29 00



SECTION 01 31 00 - PROJECT MANAGEMENT AND COORDINATION

PART 1 – GENERAL

1.01 PROJECT CONTROL

- A. The County's Project Manager will outline and detail communication, correspondence and coordination procedures at Project start (Joint Scope Meeting) meeting.
- B. Examination of Site: Contractor and subcontractors shall visit the site prior to prosecution of the Work and shall familiarize themselves with existing conditions and be prepared to carry out the Work within existing limitations.
- C. Condition of Work in Place: Inspect and take responsibility for previously prepared or installed work of other contractors before applying subsequent materials or finishes. If work is in unsatisfactory condition, notify the County's Project Manager. Do not proceed until defective work has been corrected.
- D. General Coordination:
  1. Subletting and Subcontracting Responsibilities: Refer to Document 00 72 00, General Conditions of the Contract for Construction, Article 5, Subcontractors.
  2. Contractor shall coordinate the Work with related work being done by other contractors operating in the area and the County. This coordination shall include reasonable adjustments of schedule in order to allow other contractors or County to do their work.
  3. Contractor shall coordinate electrical, mechanical, plumbing, and security electronics work, particularly between general trades and electrical, mechanical, plumbing, and security electronics trades so that sleeves, hangers, chases, openings, etc., required for pipe, conduit, and other installations of like character are duly and properly provided for and installed as work progresses.
  4. Contractor shall carefully examine Drawings relating to entire work with actual conditions so that Work will be accommodated in spaces provided. General arrangement and location of elements of various systems is shown on the Drawings or specified. Final locations, levels, etc., shall be governed by actual material size used, by building conditions encountered, and by work of all trades. Space conflicts and interferences shall be resolved before work is installed.
  5. Contractor shall utilize the Contract Documents, submittals, and layout drawings of the various trades to check and coordinate the Work so that no interferences or conflicts between trades will occur. This checking and coordination shall be performed and completed before construction is commenced in each affected area.
  6. Coordinate work to assure efficient and orderly sequence of installation of construction elements. Make provisions for accommodating items installed by the County or under separate contracts.
  7. Verify characteristics of interrelated operating equipment are compatible;



coordinate work having interdependent responsibilities for installing, connection to, and placing such equipment in service.

## 1.02 CONTRACTOR COORDINATION

### A. Description

1. Coordinate the Work; do not delegate the responsibility for coordination to any Subcontractor.
2. Resolve differences or disputes concerning coordination, interference, or extent of Work of the various SECTIONS.
3. Contractor will be required to coordinate all construction activities with the Project Manager daily. Coordination shall include, but not limited to, deliveries, any noisy activities such as hammer drilling or powder actuated fasteners, etc. and what area the contractor will be working in the next day. Coordination can be via email, conference/phone call and/or in person.

### B. Specific Coordination

1. Coordination: Coordinate construction activities included in each Job Order to assure efficient and orderly installation of each part of the Work. Coordinate construction operations that are dependent upon each other for proper installation, connection, and operation.
  - a. 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.
  - b. Where availability of space is limited, coordinate installation of different components to assure maximum accessibility for required maintenance, service and repair.
  - c. Make adequate provisions to accommodate items scheduled for later installation.
2. 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.
  - a. Prepare similar memoranda for the County and separate Contractors where coordination of their Work is required.
  - b. 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 personnel. The Contractor will submit a plan for interrupting said system that shall include a schedule of events for this operation.

### C. Requests for Information (RFI)



1. Comply with requirements of Document 00 72 00, General Conditions, Article 4, Contractor.
2. Submit on form that will be distributed by the Project Manager during the Joint Scope Meeting.
3. Number RFI's sequentially; include date submitted.
4. Identify Project, Contractor, subcontractor, major supplier, pertinent Drawing sheet and detail number, and Specification Section.
5. 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 Architect review, research and response.
6. RFI's are requests for information only. If a reply to an RFI requires additional services by Architect or will change the Detailed Scope of Work or Job Order Completion Time, submit Supplemental Job Order Request Work Authorization.
7. Allow five (5) working days for a response after delivery to the Project Manager.
8. Request for Information shall include written and graphic solutions proposed by Contractor. Architect will determine if proposal is in accord with Contract Documents and design intent of Project.
9. Contractor's failure to make reasonable effort to propose realistic solution may result in Request for Information returned with no action.
10. 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 Architect.
  - b. Maintain for duration of Contract.
  - c. For RFI's submitted in form of drawings follow submittal procedures specified in Section 01 33 00 Submittals.
11. Requests for Information 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) Progress meetings
- 5) Project Closeout activities

#### 1.05 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.

#### 1.06 STAFF NAMES

- A. Within 3 days of Job Order Notice to Proceed, submit a list of the Contractor's principal staff assignments, including the Superintendent and other personnel in attendance at the site; identify individuals, their duties and responsibilities; list their addresses and telephone numbers.

#### 1.07 LOCATIONS, ELEVATIONS, AND LAYOUT OF WORK

- A. Contractor shall layout the Work and furnish surveys required for alignment and elevations of the Work and shall pay all costs. Contractor shall furnish necessary lines, levels, locations, measurements and markers for all on the Work and be responsible for their accuracy.
- B. On building structures, Contractor shall layout on forms, walls, floors, and columns, the exact location of partitions as guide to all trades.

#### 1.08 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 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 Architect will verify that coordination drawings have been made but will not review the coordination drawings.

#### 1.09 ELECTRICAL AND MECHANICAL COORDINATION

- A. Use large-scale layout drawings of the mechanical and electrical Work, 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.

#### 1.10 SCHEDULES AND MEETINGS





- A. Planning and Scheduling: Refer to Section 01 32 16/ Progress Schedules and Reports.
- B. Project and Pre-Installation Meetings: Contractor or his duly appointed representative shall attend project meetings at regular intervals as set by the County's Project Manager and shall attend pre-installation meetings as required by pertinent Specification Sections. Attendance shall be limited to the Contractor and his immediate subordinates, subcontractors where so specified, the County's Project Manager, and representatives of the Architect and Consultants, as requested. County's Project Manager, or duly appointed representative, will keep minutes of meetings; with copies sent to all who attend. Meetings shall be held at job site at the County trailer or other designated location.

#### 1.11 ALLOWABLE ENTRANCE

- A. Contractor, subcontractors, their employees, suppliers and delivery persons shall enter and exit property via County designated entrance.

#### 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 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 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 Architect for final decision.

##### 3.2 CLEANING AND PROTECTION



- A. During handling and installation, clean and protect construction in progress and adjoining materials in place. Apply protective covering 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. Execute periodic cleaning to keep Work, Site and adjacent properties free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations.
- E. Provide on-site containers for collection of waste materials, debris and rubbish.
- F. Remove waste materials, debris and rubbish from site periodically and dispose of at legal disposal areas away from site.
- G. Do not allow trash containers to overflow.
- H. Clean interior spaces prior to start of finish painting and continue cleaning on as-needed basis until painting is finished.
- I. Schedule operations so that dust and other contaminants resulting from cleaning process will not fall on wet or newly coated surfaces.
- J. Each Sub Contractor:
  - 1. Clean up all waste materials, rubbish, and debris resulting from his own operations.
  - 2. Place waste materials, rubbish, and debris from ground floor operations outside of building in an area designated by Construction 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.
  - 9. Vacuum interior areas when ready for painting.
  - 10. Schedule cleaning operations so that contaminants resulting from cleaning do not fall on wet painted surfaces.



K. Contractor:

1. Oversee cleaning and insure that building and grounds are maintained free from accumulations of waste materials, rubbish, and debris.
2. Provide and maintain a rubbish chute from upper floors to ground level.
3. Clean up all indefinable 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 01 31 00



SECTION 01 32 16 – PROGRESS SCHEDULES AND REPORTS

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section specifies administrative and procedural requirements for the critical path method (CPM) of scheduling and reporting progress of the Work.
- B. Work under this Section shall consist of furnishing computerized Time Scaled Critical Path Method (CPM) Progress Schedule showing in detail how Contractor plans to execute and coordinate the Work; and submitting schedules, logs, updates, and reports.
- C. Contractor shall have sufficient professional schedulers on staff or as sub-consultant to expand and detail the CPM Progress Schedule for all construction operations. The assigned scheduler shall be trained and experienced [minimum of five (5) years' experience with comparable size/types of construction] in compiling construction scheduling data, in analyzing schedule data by use of CPM, and in preparation and issuance of periodic reports as required. Contractor to provide resume of experience for individual or firm assigned as Project Scheduler for approval by County to County Project Manager, prior to preparing any scheduling work.
- D. The scheduler shall provide input to develop and update Project Schedules, including realistic activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, and samples/purchase/delivery of products requiring long lead-time procurement. The schedule is to be broken down into activities of three (3) weeks maximum duration, with the exception of procurement. Construction manpower shall be projected for each activity. Each activity shall be explicit in definition and location of Work. The schedule is to be updated 1) once per month, 2) whenever Work is behind schedule to an extent greater than five (5) working days, and/or 3) to add approved Supplemental Job Order Work.
- E. Contractor shall use Primavera SureTrak Project Manager 3.0 or, Primavera Project Planner V.6 software.

1.02 RELATED REQUIREMENTS

- A. Document 00 72 00 - General Conditions of the Contract for Construction; Article 4/ Contractor, Paragraph 4.10/ Contractor's Construction Schedule, Article 8/ Time, Article 9/ Payments and Completion and Article 12/ Changes in the Work.
- B. Document 00 73 00: Supplementary Conditions; Contract Time and Liquidated Damages.
- C. Document 00 74 00: JOC Supplemental Conditions and Procedure for Ordering Work
- D. Section 01 29 00: Application for Payment
- E. Section 01 31 00: Project Management and Coordination.
- F. Section 01 33 00: Submittal Procedures.



G. Section 01 77 00: Contract Closeout Procedures

1.03 SCHEDULE DESCRIPTION

- A. Requirements for CPM scheduling are included to ensure adequate planning and execution of the Work and to assist the County in evaluating progress of the Work economically and chronologically, and so the County can coordinate Work by others.
- B. The Contractor shall be solely responsible for establishing the schedule for the Work and shall be responsible for such schedule to be consistent with meeting the contract milestone and completion dates as established by the County.
  - 1. The Contractor shall develop a Critical Path Method Schedule demonstrating fulfillment of all contract requirements. The project schedule shall be kept current to be utilized for scheduling, coordinating, monitoring work progress, and for preparation of the monthly payment application for payment under this Contract including all Work of Subcontractors and equipment and material suppliers.
- C. Schedule shall be based on and incorporate Contract Milestone and Completion Dates specified in the Contract Documents. Schedule shall furnish or comply with the following requirements:
  - 1. Time scaled- manpower loaded CPM type schedule.
  - 2. No activity on schedule shall have duration longer than 21 calendar days, with exception of fabrication, concrete curing, and procurement activities, unless otherwise approved by the County. Activity durations shall be total number of actual days required to perform that activity including consideration of weather impact on completion of that activity.
  - 3. Procurement of major equipment, through receipt and inspection at job site, identified as separate activity.
  - 4. County-furnished materials and equipment, if any, shall be identified as separate activities.
  - 5. Dependencies (or relationships) between activities.
  - 6. Processing/approval of submittals and shop drawings for major equipment. Activities dependent on submittal acceptance and/or material delivery shall not be scheduled to start earlier than expected acceptance or delivery dates.
  - 7. Responsibility code for each activity corresponding to subcontractor responsibility for performing the work. Since the Construction Progress Schedule is one of the Contractor's most important tools, the Contractor shall develop and provide a complete, efficient, and understandable Work Breakdown Structure (WBS) code to submit to the Owner for review and approval. Suggested character fields for the code structure are:



<u>Name</u>	<u>Length</u>	<u>Description</u>
PHAS	1	Phase or stage
TYPE	4	Type of activity
FLOR	1	Floor
AREA	4	Area and/or room
RESP	7	Responsible party
SPEC	5	CSI section number
OF/CI	4	Owner Furnished/Contractor Installed Equipment

8. Allow 30 calendar days for developing punch list(s), completion of punch list items, and final inspection of Work, or designated portion thereof, by the County. No other activities shall be scheduled during this period.
9. Interface with work of other contractors (or entities).
  - a. Separate buildings and other independent project elements shall be individually identified in network.
  - b. No ‘negative’ lags shall be allowed in schedules.
- D. Overall time of completion and time of completion for each milestone shown on the Schedule shall adhere to the specified Job Order Completion Time, unless an earlier (advanced) time of completion is requested by Contractor, agreed to by the County, and formalized by Supplemental Job Order.
- E. Schedule shall be the basis for evaluating job progress, progress payments, and time extension requests. Contractor shall develop Schedule and monitor actual progress as compared to Schedule.

#### 1.04 SUBMITTALS

Depending on the Detailed Scope of Work, the following are possible items required for any Job Order:

- A. Interim First 90-Days Schedule: Within ten (10) calendar days after receiving Job Order’s Notice to Proceed, and prior to proceeding with any work on site, submit electronic copies (PDF format) and 2 prints of detailed Schedule presenting orderly and realistic plan for completion of the Work for the first 90 days, in conformance with requirements of this Section.
  1. The Interim Schedule shall reflect the following information:
    - a. Procurement, submittals, construction drawings, shop drawings, approvals, fabrication and delivery of all major and long lead equipment and material items.
    - b. Work expected to occur within the first ninety (90) calendar days of the project, consistent with meeting all established milestone and completion dates.



- c. The Interim Schedule shall be descriptive of the work to be performed so that the Contractor, and the County can easily monitor progress of the work. All work activities shall be manpower and will be the basis for payment during the beginning months of the project.
  2. (not used)
  3. Within fifteen (15) working days after receipt of the Interim Schedule, the County will notify the Contractor of the approval or disapproval of the Interim Schedule. In the event of disapproval, the Contractor shall resubmit the schedule within seven (7) calendar days. No progress payments will be made for work in progress or completed until the Interim Schedule is approved.
  4. Acceptance of 90-Day Schedule by County, failure of 90-Day Schedule to include an element of work, or inaccuracy in 90-Day Schedule will not relieve Contractor from responsibility for accomplishing Work in accordance with the Contract.
- B. Procurement Log: Submit 2 copies of a Procurement log, cross-referenced to Schedule, including the following information for each type of material or equipment to be provided:
1. Material or equipment description.
  2. Technical specification reference.
  3. Duration in calendar days required for preparation and review of submittals.
  4. Duration in calendar days required for fabrication and delivery.
  5. Cross reference to activities which will be affected by delivery date of material or equipment item.
  6. Scheduled delivery dates.
- C. Official Contract Construction Schedule: The Critical Path Method Schedule to be prepared by the Contractor pursuant to this section will be a part of a total system for scheduling, reporting work progress, and preparing the monthly payment applications.
1. Within ten (10) calendar days after the Job Order's Notice to Proceed, the Contractor shall submit to the County's Project Manager one (1) electronic copy of schedule files (in PDF format) of the complete project schedule for approval or disapproval. In the event the complete project schedule is disapproved, the Contractor shall resubmit a corrected schedule within five (5) calendar days after the Contractor receives the notice of disapproval.
  2. Should the Contract Schedule not be accepted within sixty (60) calendar days after Notice to Proceed, the Contractor may be due provisional progress payments(s) on work performed, based on the 90-Day Interim Schedule. It is the responsibility of the Contractor to reconcile such cost information and payments with the Contract Schedule. However, no payment shall be approved after the sixty (60) calendar day period, until the County has accepted the Contract Schedule.



3. The County will review submitted Schedule for conformance with requirements. Within fifteen (15) working days after receipt, the County will accept Schedule or will return it with comments. If proposed Schedule is not accepted, Contractor shall revise Schedule to incorporate comments and resubmit Schedule for acceptance within seven (7) calendar days after receiving it. Accepted Schedule shall become the Official Contract Construction Schedule and Progress Schedule.
4. Acceptance of Schedule by County, failure of Schedule to include an element of work, or inaccuracy in Schedule will not relieve Contractor from responsibility for accomplishing Work in accordance with the Contract.
5. The approved Interim 90-Day Schedule shall be incorporated into the final Contract Schedule and shall represent the initial ninety (90) calendar days of the Contract Schedule.
6. The initial submittal of the Contract Construction Schedule shall not reflect contract changes or delays. These changes shall be added within the first schedule revision.
7. The initial submittal of the official Contract Construction Schedule shall include, in addition to construction activities, the following:
  - a. The submittal and approval of construction drawings, shop drawings and materials, the procurement and fabrication of major materials and equipment, and their installation and testing.
  - b. Contract requirements dates of all or parts of the Work will be shown including all activities of the County that affect the progress of the work.
  - c. Activities of completed work ready for use by next trade, etc.
  - d. Activities relating to different areas of responsibility, such as sub-contracted Work that is distinctly separate from that being done by Contractor directly.
  - e. Different categories of Work as distinguished by craft or crew requirements.
  - f. Different categories of Work as distinguished by materials.
  - g. Distinct and identifiable subdivisions of Work such as structural slabs, beams, masonry walls or columns.
  - h. Location of Work within the project that necessitates different times or crew to perform.
  - i. Outage schedules of limiting times that existing utility services may be interrupted to construct the Project.





- j. Items listed separately in Schedule of Values for payment purposes.
  - k. Acquisition and installation of equipment and materials supplied and/or installed by County or separate Contractors.
  - l. Material stored on site.
  - m. The Contractor will be responsible for dividing the work within the Project to accommodate no durations in excess of twenty-one (21) calendar days.
8. Major Equipment/Materials: For all major equipment and materials fabricated or supplied for Project, Construction Schedule shall show a sequence of activities including:
- a. Preparation of shop drawings and sample submissions.
  - b. Review of shop drawings and samples.
  - c. Shop fabrication, delivery, and storage.
  - d. Erection or installation.
  - e. Test of equipment and materials.
  - f. Required dates of completion.
9. Construction activities are to be delineated separately for off-site sewer, site development, earthwork, utilities, roads, parking lots, fences and like Work and each building, separately.
10. The network diagrams shall clearly indicate any work that is planned to be accomplished on a work schedule other than eight (8) hours per day and forty (40) hours per week.
11. The basic concept of CPM network diagramming will be followed to show how the start of a given activity is dependent on the completion of preceding activities and its completion restricts the start of following activities. The diagrams shall show a continuous flow from left to right with no right to left sequences.
12. The following information will be provided in a report for each network activity:
- a. Activity description.
  - b. Activity duration in workdays.
  - c. Working activities and General Conditions activities shall be identified separately.
  - d. Estimated man-hours for each activity.



- e. Activity predecessors.
  - f. Activity successors.
  - g. Activity logic ties.
13. The Contractor shall provide to the County's Project Manager his schedule data. Schedule information provided by the Contractor shall support completion dates of the contract.
  14. Approval of schedule should not be construed as direction from the County to Contractor on how to schedule the work.
  15. Subsequent to approval of the contract schedule, the Contractor will provide one (1) electronic copy of the network diagrams and three (3) printed copies, plus three (3) copies of all supporting documents (Contract Price, Schedule of Values, breakdown, etc.) Monthly update data will be submitted in the same form and numbers. Size of network diagrams for each sheet shall be no larger than 30 inches by 42 inches or as approved by the County.
  16. After Completion and Acceptance of the Official Contract Schedule: The Contractor will provide initial computer reports and weekly and monthly reports thereafter, as follows:
    - a. Schedule Reports: Initial and subsequent Schedule Reports will contain the following minimum information for each activity and shall be produced at a minimum of once a month:
      - i. Activity Number;
      - ii. Activity Description;
      - iii. Estimated duration in days;
      - iv. Early and late finish dates;
      - v. Percentage of each activity completed as of each report;
      - vi. Remaining float/days behind schedule;
      - vii. Responsibility for activity;
      - viii. Current status of activity as compared to baseline schedule.
    - b. Short Interval Schedule
      - i. Short Interval Scheduling (SIS) shall be used throughout onsite construction activity.



- ii. Interval shall be a 3-week projection and shall include week submitted and two weeks thereafter.
  - iii. It shall contain sufficient detail to evaluate daily milestones and manpower/equipment loading and shall identify/tie into monthly updated Schedule.
  - iv. Short Interval Schedule shall be submitted weekly.
  - v. At weekly meeting scheduled with County, Contractor to submit Short Interval Schedules for review and discussion of upcoming construction activities.
- c. Payment Progress Reporting: Project Manager and Contractor shall select a specified time for updating the Project Schedule at the jobsite each month.
- i. The Project Manager and Contractor and his/her designated scheduling representatives will attend the meeting to review the project progress.
  - ii. The schedule shall be the basis for monthly pay requests derived from the joint review of the cost loaded schedule.
  - iii. All progress and status information provided by the Contractor shall clearly define the reporting period for which the status is provided.
- d. At the monthly progress review meeting, the Contractor will provide "actual start" and "actual completion" dates for activities that were started or completed during the reporting period. The Contractor and the County will agree upon and assign percent complete values to activities in progress. In the event of a disagreement, the County, or its designated representative, shall make the final decision as to percent completion of each activity.
- e. After joint review, County will process the Contractor's pay request based on progress from the schedule.
- i. Payment to the Contractor shall be made from the progress reflected by the Interim or the Contract Schedule.
  - ii. Receipt of an acceptable monthly update is a condition precedent to receiving monthly payment request.
- f. Time is of the Essence: Whenever it becomes apparent from the current monthly progress review that phases of Work or the Contract Completion Date will not be met, through no fault of the County, the Contractor will take the following actions with no change in the contract amount:



- i. Increase construction manpower to eliminate an adverse backlog of work.
    - ii. Increase the number of working hours per shift, shifts per day, working days per week, the amount of construction equipment, or any combination of the foregoing to eliminate the adverse backlog of Work in coordination with all applicable Labor Codes.
  17. The Official Contract Schedule as approved by the County will be an integral part of the Contract and will establish interim Contract Completion Dates or milestone dates for the various activities.
  18. It is expressly understood and agreed that the failure by the County to either order the Contractor to expedite an activity or to expedite the activity by other means, pursuant to the two preceding paragraphs, shall not be considered precedent setting with respect to any other activities which may fall behind the Official Contract Schedule approved by the County; nor will it relieve the Contractor from completion of the Project Work in accordance with the Official Contract Schedule and the Contract Completion Date.
  19. County's acceptance of, or its review of, comments about any schedule or scheduling data shall not relieve the Contractor from its sole responsibility to plan for, perform, and complete the Work within the Job Order Completion Time. Acceptance of or review of comments about any schedule shall not transfer responsibility for any schedule to County nor imply their agreement with (1) any assumption upon which such schedule is based, or (2) any matter underlying or contained in such schedule.
  20. Failure of County to discover errors or omissions in schedules that it has reviewed, or to inform Contractor that Contractor, Subcontractors, or others are behind schedule, or to direct or enforce procedures for complying with the Contract Schedule shall not relieve Contractor from its sole responsibility to perform and complete the Work within the Job Order Completion Time and shall not be a cause for an adjustment of the Job Order Completion Time or the Job Order Price.
- D. Schedule Revisions:
1. General: Revisions to the approved Construction Schedule must be approved in writing by the Project Manager and Contractor.
  2. Contractor: Submit requests for revision to schedule to the Project Manager together with written rationale for revisions and description of logic for researching Work and maintaining Specific Contractual Milestone Dates listed in Contract Documents.
  3. Proposed revisions acceptable to Project Manager and County will be incorporated into next update of Construction Schedule.
  4. When proposed Supplemental Job Order is issued which has potential to impact specified completion dates, a Time Impact Evaluation (TIE) shall be prepared by



Contractor to reflect impact of such changes. After TIE has been accepted and Contractor ordered to proceed with proposed Supplemental Job Order, it shall be incorporated into Schedule. No additional cost beyond that provided in the General Conditions will be allowed for incorporation of approved proposed Supplemental Job Orders into Schedule.

5. Should Contractor, after acceptance of Schedule, intend to change their plan of construction, they shall submit their requested revisions to the County, along with written commentary of revision, including description of logic for rescheduling the Work, methods of maintaining adherence to intermediate milestones and other specific dates and reasons for revisions. If requested changes are acceptable to the County, they will be incorporated into Schedule in next reporting period.
- E. Acceptance: Acceptance of revised schedule by Project Manager and/or County does not relieve Contractor of meeting contractual milestone and completion dates.

#### 1.05 RECOVERY SCHEDULE

- A. General: Should updated Construction Schedule show Contractor to be five (5) or more working days behind schedule at any time during construction, Contractor will prepare Recovery Schedule displayed on CPM schedule, at no additional costs to County. Prepare Recovery Schedule to show plan for returning to original schedule as expeditiously as possible.
- B. Schedule Preparation: Within three (3) calendar days after notice from Project Manager, prepare and submit to Project Manager a Recovery Schedule, incorporating best available information from Subcontractors and others that will permit return to Construction Schedule at earliest possible time. Prepare Recovery Schedule to same level of detail as Construction Schedule.
- C. Schedule Review: Within five (5) days after notice from Project Manager, participate in conference with Project Manager and County to review and evaluate Recovery Schedule. Submit revisions necessitated by review for Project Manager and County's approval within two (2) days of conference. Use approved Recovery Schedule for its planned duration as basis for return to Construction Schedule.
- D. Schedule Assessment: Five (5) days prior to expiration of Recovery Schedule, confer with Project Manager and County to assess effectiveness of Recovery Schedule. As a result of this conference, Project Manager will direct Contractor as follows:
- E. Behind Schedule: If Project Manager determines Contractor is still behind schedule, Project Manager will direct Contractor to prepare another Recovery Schedule for subsequent pay period.
- F. On Schedule: If Project Manager determines Contractor has successfully complied with provisions of Recovery Schedule, Project Manager will direct Contractor to return to use of Construction Schedule.

#### 1.06 OWNERSHIP OF FLOAT



- A. Float is defined as amount of time between early start date and late start date or between the early finish date and late finish date for such activities, as depicted on Construction Schedule. Float is not for exclusive use or benefit of either County or Contractor and shall be apportioned according to project need and with the approval of the County.

#### 1.07 TIME EXTENSIONS

- A. Contractor shall submit network window for claimed time extension requests, showing impact of claimed delay on Schedule.
- B. Float or Slack Time is the amount of time between earliest start date and late start date or between earliest finish date and latest finish date of activities of Schedule. No time extensions or delay costs will be allowed for delays caused by the County, on paths or activities containing float time, providing such delay does not exceed float time in latest updated version of Schedule.
- C. The County shall have no obligation to consider time extension request unless requirements of Contract Documents are complied with; the County shall not be responsible or liable to Contractor for constructive acceleration due to failure of the County to grant time extensions under the Contract Documents, should Contractor fail to comply with submission requirements and justification requirements of this Contract for time extension requests. Contractor's failure to perform in accordance with Schedule shall not be excused because Contractor has submitted time extension requests, until and unless such requests are approved by the County.

#### 1.08 DAILY REPORTS

- A. Contractor shall submit Daily Activity Report to the County for each workday, including weekends and holidays, when worked.
- B. Contractor may use Contractor's own report form, provided it contains same information included in standard form furnished by the County.

#### 1.09 PAYMENTS WITHHELD

- A. Progress Payments may be withheld in whole or in part should Contractor fail to comply with requirements of this Section.
- B. Refer to Document 00 72 00, General Conditions of the Contract for Construction.

#### 1.10 CONTEMPORARY PERIOD ANALYSIS

- A. It is the County's desire and intent to resolve all issues affecting the Job Order Completion date in a timely, efficient, and effective manner. To achieve this goal, the County and Contractor shall participate in contemporaneous analyses of all delays and advances of the schedule by application of the Contemporaneous Period Analysis method. The Contemporaneous Period Analysis shall coincide with the monthly schedule update meetings.



- B. The logic and planning elements of the CPM schedule are the Contractor's however, assessment of impacts due to changes or other events, in accordance with the Contemporaneous Period Analysis method described herein, must be performed on the most recent accepted update of the schedule. Further, impacts due to changes or other events shall be assessed utilizing the accepted schedule update that represents the data date closest to, and just prior to, the date of the impacting event. An alternative method can be to progress the schedule to a data date that represents the date of the impacting event. Subsequent to the assessment of schedule sequences representing the impacting events, the schedule may be updated to the next data date with appropriate logic or duration changes resulting from the impacting events. All data shall be provided to the Owner's Project Manager.
- C. While the County or Contractor might not agree in all instances as to the proper assessment of liability of delay, it is essential that both parties determine and accept the monthly update. Agreement is essential as the update becomes the baseline Progress Schedule for the upcoming period and is the schedule to be updated for the next monthly schedule update meeting.
- D. Submission of a valid monthly update and the completion of the Contemporaneous Period Analysis are conditions precedent to the review and approval of any request for an extension in the Job Order Completion Time. Failure to complete monthly updates and to participate in Contemporaneous Period Analysis will defer consideration of any time extensions by the County until the Work is completed and all as-built progress can be analyzed by the County. Further, the County will assess liquidated damages, if any, regardless of the status of any requests for time extensions pending, until any such requests are resolved.
- E. The Contractor shall obtain training by a qualified consultant in the application of the Contemporaneous Period Analysis method. The training shall be provided to appropriate Contractor field personnel, appropriate major Subcontractor personnel, and appropriate Owner personnel. The training should not exceed one day. The requirement for training may be waived by the Owner provided the Contractor can demonstrate sufficient working knowledge of the Contemporaneous Period Analysis method. The Contractor shall bear all costs for training specified herein.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01 32 16



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. All submittals shall be submitted within ten (10) working days from Notice to Proceed, per Article 4 of the General Conditions.
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, Document 00 74 00/ JOC Supplemental Conditions and Procedure for Ordering Work, and Divisions 00 and 01 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 Job Order
  - 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., 02810001, 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.

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/Engineer 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 a re-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
    - i. The Schedule of Values submittal is included in Section 01 29 00 Applications for Payment.
    - ii. CPM Schedule: As specified in Section 01 32 16, Progress Schedules and Reports.
    - iii. Inspection and test reports are included in Section 01 40 00 Quality Control and Quality Assurance.



E. Coordination of Submittals:

1. General: Prior to submittal for the Engineer'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 Engineer, 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. See Article 4.12 of the General Conditions for additional information. The schedule is to identify every item on which the contractor intends to provide a submittal whether or not it is required specifically in the contract documents.

NOTE: Some submittals maybe required within the first ten calendar days of the Notice to Proceed due to the sequence of Work. Contractor to review statutes and contract documents.

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 Construction Schedule

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 Engineer's final release or approval
- B. Distribution: Following response to initial submittal schedule, print and distribute 3 copies and an electronic file (pdf) to the Project Manager. Contractor is responsible to coordinate their subcontractors in accordance with schedule provided to Owner. Post copies in the Project meeting room and field office.
  - 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 SUBMITTALS 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 Engineer's review 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."  
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 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 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 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 PDF electronic files of shop drawings.
2. The Project Manager/Architect or his consultants, as applicable, will review the Shop Drawings; mark the PDF 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. Contractor shall 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.
  - 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 his consultants, 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. If 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 Supplemental Job Order in accordance with the GENERAL CONDITIONS and SUPPLEMENTARY CONDITIONS, and JOC SUPPLEMENTAL CONDITIONS AND PROCEDURES FOR ORDERING WORK.



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 Architect/Engineer 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. Provide electronic PDF copies of approved shop drawings for the County's records.
  7. Only those Shop Drawings that bear stamps showing final review of the Contractor, Project Manager/Architect, or its consultants, 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 relating to submittals required by contract documents.
  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 00 Project Management and 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 (pdf) brochures, catalog cuts, and similar material as required by contract document.
  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. Mark electronic 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:
      - i. Manufacturer's printed recommendations
      - ii. Compliance with recognized trade association standards
      - iii. Compliance with recognized testing agency standards
      - iv. Application of testing agency labels and seals



- v. Notation of dimensions verified by field measurement
  - vi. 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, with 3 samples 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 on-site 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 Manager/Architect's mark indicating selection and other action.
    - c. Project Manager/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



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 PDFs of 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 3 hard copies, not PDFs of 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 and electronic file (pdf).

C. Submit three copies.

D. Submit in form of letter or company standard forms, signed by officer of manufacturer.

E. 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

F. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.

G. Certificates may be recent or previous test results on material or product but must be acceptable to Project Manager/Architect.





- H. The Project Manager and Architect will retain the certificates of compliance; no review reply is intended.

1.09 DEFERRED APPROVAL

- A. See sheet G002, for applicable items that require Deferred Approval.
- B. Submit a minimum of five (5) sets of full-size drawings, calculations, product data, samples, etc. for review by the County Building Department or 'deferred' Agency. All drawings and calculations must be "wet stamped" and signed.
- C. Allow a minimum of three (3) weeks for County Building Department or 'deferred' Agency to review.
- 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.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION 01 33 00



## SECTION 01 35 53 – PROJECT SECURITY PROCEDURES

### PART 1 – GENERAL

#### 1.01 GENERAL

- A. The following special requirements are applicable to Job Orders; hereinafter referred to as “Institutions” or “County”. Security regulations include, but are not limited to, the given provisions in this Section.
- B. All contractors are required to have assigned County badge and worn at all times. Contractor to provide names for all Contractor’s Employees anticipated to be working on Job Orders. Badge process takes approximately 3-5 working days.
- C. Background checks will be required for certain contractors that will access to County secured spaces, assigned to, but not limited to, Sheriff’s Office, Probation, District Attorney, and Child Support Services. Contractor is required to provide separate list of Names, Dates of Birth, Social Security Numbers, and Driver’s License Numbers for all of the Contractor’s Employees anticipated to be working in these secured spaces for verification against the Department of Justice and Department Database no later than five calendar days from Notice to Proceed. Background checks take approximately 3-4 weeks.
- D. The Contractor shall meet with the Project Manager prior to beginning any work on-site to review the applicable security procedures and develop a Security Requirements Plan that can be used to communicate the Project Security Procedures to all personnel that will be on-site or who will visit site during the construction of Job Orders. The Contractor will be required to designate one of their on-site personnel to represent the Contractor, monitor and implement the Security Requirements Plan.

#### 1.02 USE OF PROPERTY

- A. Contractor shall confine work operations to the areas of work indicated on Detailed Scope of Work. Material storage, fabrication facilities, and the like, shall be located as near to the working areas as custodial regulation permit.
- B. The Project Manager will designate an appropriate material storage, tool storage or shop facility area, and the like – refer to Section 01 11 00/ Summary of Work for the Contractor’s laydown/staging area.

#### 1.03 CONTRACTOR’S WORKERS CLEARANCES AND IDENTIFICATION

- A. The verification process to get personnel ‘cleared’ through background checks can take up to approximately 3-4 weeks; Contractor shall work to provide this information to the Project Manager 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. They will be allowed to park their private vehicles in designated construction parking areas, as directed by the Project Manager. Refer to Section 01 11 00/ Summary of Work.
- C. No firearms, ammunition, narcotics, pepper sprays, chemical agents, knives, drugs, intoxicants, handcuffs, handcuff keys, alarm keys, cameras, audio recording devices or explosives will be allowed on the premises. 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 staff.
- E. Workers may be in the same vicinity of public at times.
- F. Within 5 calendar days from Notice to Proceed, 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 one-week notice of changes or additions in personnel as such changes or additions occur.
  - 1. Listing shall include the following information (for "standard" County badge):  
Name
  - 2. Listing shall include the following information (for "security clearance" County badge – which requires background check):  
Name  
Driver's License Number  
Social Security Number  
Date of Birth
- G. Prior arrest/conviction record may or may not affect the eligibility of a worker. The County will be the approval authority in each individual case. The County 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.
- H. Allow 3-4 weeks 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 5-10 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 Institution.

#### 1.04 WORK HOURS

- A. Refer to Section 01 11 00/ Summary of Work, Part 1.02D for work hours. However, the County shall reserve the right to adjust start/quit times in the best interest of the Project.
- B. Contractor shall make special arrangements for overtime work with the Project Manager at least 48 hours in advance. No overtime will be allowed unless prior approval has been obtained.

#### 1.05 SECURITY

- A. If County 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 County grounds 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 County will not be responsible for Contractor's loss due to fire and/or theft.



- D. Personal search is not normally required. However, the County reserves the right to search workers when there is probable cause, as determined by the County.

1.06 HOSTAGES

- A. The Solano County has a no hostage policy and hostages will not be recognized for bargaining purposes. The Contractor is to communicate this to all personnel that will come on site.
- B. Responsible subcontractor personnel and other designated personnel shall attend security briefing at Pre-construction Meeting.

1.07 REMOVAL OF DEBRIS

- A. Debris, waste materials, and other trash resulting from work of Job Orders, shall be disposed of regularly per Section 01 74 19, Construction Waste Management. Disposal shall be off of County property and Contractor shall pay fees required for use of public dumps. Burning on County property is prohibited. Arrangements for outside waste companies to enter County grounds to pick-up/drop-off dumpsters shall be made with the Project Manager.

1.08 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 Project Manager. Protocol will be discussed with Contractor at Pre-construction meeting. Contractor shall obtain approval from Project Manager prior to use of such devices within County grounds.

PART 2 – PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01 35 53



SECTION 01 40 00 – QUALITY CONTROL and QUALITY ASSURANCE

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions, JOC Supplemental Conditions and Procedure for Ordering Work, and other Divisions 00 and 01 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section specifies administrative and procedural requirements for quality control and quality assurance.
- B. Quality assurance includes the planned and systematic activities implemented in a quality system so that quality requirements for a product or service will be fulfilled.
- C. 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/Engineer.
- D. 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 Job Order requirements.
- E. 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 Job Order requirements.
- F. Requirements for the Contractor to provide quality control services required by the Project Manager, Architect/Engineer, County, or authorities having jurisdiction are not limited by provisions of this Section.

1.03 QUALITY CONTROL 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 Job Order Price.
  - 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 Job Order 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 Architect/Engineer 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/Engineer, 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 Job Order, or approve of or 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.



1.04 QUALITY CONTROL SUBMITTALS

- A. The County's and Contractor's independent testing agencies shall submit a certified written report of each inspection, test, or similar service, to the Project Manager, the Architect/Engineer 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
    - d. Dates and locations of samples and tests or inspections
    - e. Names of individuals making the inspection or test
    - f. Designation of the Work and test method
    - g. Identification of product and Specification Section
    - h. Complete inspection or test data
    - i. Test results and interpretation of test results
    - j. Ambient conditions at the time of sample-taking and testing
    - k. Comments or professional opinion as to whether inspected or tested Work complies with Job Order requirements.
    - l. Name and signature of laboratory inspector
    - m. Recommendations on retesting

1.05 TESTING AGENCY QUALIFICATIONS

- 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.

1.06 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. Concrete
2. Grout
3. High-strength bolting
4. Structural welding (shop and field)
5. Reinforcing steel
6. Bolts installed in concrete.
7. 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.

#### 1.07 FIELD MOCK-UPS

A. Specific requirements for field mock-ups are specified in the individual specifications Sections.

B. Submit field mock-ups a minimum of fourteen (14) days prior to installation of work.

C. No installation or application until the field mock-up is approved.

D. Submit schedule for field mock-up construction, show date and relationship to County accepted contract schedule.

E. Construct field mock-ups in location as approved by the County representative.

F. County and Architect/Engineer representatives will review the field mock-ups for conformance with the requirements of the Job Order.

G. Modify or replace field mock-up until mock-up is approved.

H. Approved field mock-ups:

1. Must remain until the remainder of the Work of the Section requiring field mock-up is complete
2. Will be used as the standard of acceptable quality for the remainder of the Project.
3. May be incorporated into the work at the discretion of the County Representative.
4. Must be removed at the completion of the Work of that Section when required by Section or when not incorporated into the work.

#### 1.08 MANUFACTURERS' FIELD SERVICES AND REPORTS

A. Observer's Qualifications:

1. Submit qualifications of observer to the County thirty (30) days in advance of required observations.
2. Observer subject to approval of the County.





- B. Observer to report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

1.09 INSPECTIONS

- A. Contractor shall participate in and make work available for First-Delivery Inspections, First Equipment in Place inspections, Benchmark Inspections, Closure inspections, Start-up, and Turnover Inspections.

1.10 QUALITY ASSURANCE RESPONSIBILITIES

- A. Contractor Responsibilities: Appoint a Responsible Party to participate in the QA and QC activities identified, including providing immediate response and correction of deficiencies. Participate in QA/QC meetings including kick-off and pre-installation meetings.

PART 2 - PRODUCTS (Not Applicable)

PART 3 – EXECUTION

3.01 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 Job Order requirements per "Cutting and Patching."
- B. Protect construction exposed by or for quality control service activities and protect repaired construction.
- C. Repair and protection are the Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing or similar services.

END OF SECTION 01 40 00



## 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, JOC Supplemental Conditions and Procedure for Ordering Work and other Divisions 00 and 01 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, Supplementary Conditions, and JOC Supplemental Conditions and Procedure for Ordering Work. Such approval shall not release the Contractor from responsibility to fulfill Contract requirements unless otherwise provided in the Job Order.
  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 Job Orders, 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 Technical Specifications are organized into Divisions and Sections based on the Construction Specifications Institute’s 50Division format and current 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 Technical Specifications and other Job Order 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 Job Order so indicates.
  2. Imperative and streamlined language is used generally in the Technical 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

- A. Graphic symbols: Where not otherwise noted, symbols are defined "Architectural Graphic Standard", published by John Wiley & Sons, Inc., eighth edition.
- B. Mechanical/Electrical Drawings: Graphic symbols used on mechanical and electrical Drawings are generally aligned with symbols recommended by ASHRAE. Where appropriate, they are supplemented by more specific symbols recommended by technical associations including ASME, ASPE, IEEE, and similar organizations. Refer instances of uncertainty to the Architect/Engineer for clarification before proceeding.

#### 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/Engineer, Contractor, or authority having jurisdiction, submit a Supplemental Job 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 Architect/Engineer 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/Engineer 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 Architect/Engineer 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 Architect/Engineer 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)

END OF SECTION 01 42 00



SECTION 01 51 00 – TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. This Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Contractor shall use a separate mailing address from the Project for all USPS/UPS/FedEx or other delivery services for mail and package deliveries. No deliveries will be accepted at the existing facility under any circumstances.

1.02 RELATED REQUIREMENTS

- A. Document 00 72 00/ General Conditions of the Contract for Construction.
- B. Section 01 31 00/ Project Management and Coordination
- C. Section 01 33 00/ Submittal Procedures
- D. Section 01 35 53/ Project Security Procedures
- E. Section 01 74 19/ Construction Waste Management
- F. Section 01 77 00/ Contract Closeout Procedures.

1.03 USE CHARGES

- A. General: Cost or use charges for temporary facilities shall be included in the Job Order Price. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Project Manager, Architect, County representatives, testing agencies, and authorities having jurisdiction.
- B. Water Service: Water from County's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
- C. Electric Power Service: Electric power from County's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

1.04 CONSTRUCTION EQUIPMENT

- A. Erect, equip, operate, and maintain construction equipment in strict accordance with applicable statutes, laws, ordinances, rules, and regulations of authorities having jurisdiction.
- B. Provide and maintain scaffolding, staging, runways, and similar equipment, as needed.
- C. Provide and maintain hoists and related lift equipment, including equipment for hoisting workmen; complete with operators, power, and signals, as required (per Safety Orders of State of California, Division of Industrial Safety) until completion of the Work under this Contract or until no longer required on jobsite.

1.05 SAFETY PRECAUTIONS



- A. Provide and maintain barricades, fencing, shoring, pedestrian walkways, including attached lights, other lights, and other safety precautions to properly guard against personal injury and property damage as prescribed by authority having jurisdiction. (See also 00 72 00/ General Conditions of the Contract for Construction, Article 10.).
- B. In addition, Contractor for Work under this Contract shall provide such additional safety precautions as may be prescribed by the County of Solano. Fully inform each subcontractor and material supplier as to requirements of applicable Safety Orders. (See document 00 72 00/ General Conditions of the Contract for Construction, Article 10, Protection of Persons and Property).
- C. Attention is directed to Safety Orders issued by the State of California, Division of Industrial Safety. Contractor shall obtain and post copies of Safety Orders applicable to type of work to be performed and shall be governed by requirements thereof in construction operations.

#### 1.06 ROADS AND ACCESSWAYS

- A. Entrance to Work Site: There is very limited access for the site. Contractor and Contractor's employees and subcontractors shall use certain access roads or entranceways as indicated on Plans or as directed by County. Contractor will be required to maintain all existing access to the existing facility to ensure complete, uninterrupted operations.
- B. Maintain these roads in satisfactory condition during Job Order Completion Time, and repair damages attributable to Work of Job Orders at intervals as needed. Contractor shall inspect roads after each rainfall measuring more the 0.10" and resurface as necessary. At completion of Contract, roads and entrance ways shall be left in condition at least equal to that existing at start of Contract, except as may be otherwise required by Contract documents.
- C. Permanent Improvements: Where Contract calls for permanent sidewalk, road, and other ground improvements, and when such permanent improvements are completed, or essentially completed within construction period, Contractor does not have vested right to use such improvements as temporary facilities.
- D. Contractor shall retain responsibility pursuant to 00 72 00/ General Conditions of the Contract for Construction. Use of permanent improvements by Contractor shall be subject to approval by County.

#### 1.07 USE OF COUNTY PROPERTY

- A. On Site Storage and Work Areas: The County will allocate available on-site storage and work areas to Contractor, subject to change as may be necessary by job progress, such as site development or other intervening work.
- B. County Property: Except as otherwise shown or specified, Work operations shall be confined to County property and shall not encroach on areas other than those designated or approved for such use by County. (See 00 72 00/ General Conditions of the Contract for Construction, Paragraph 3.14.).
- C. Ascertain, observe, and comply with rules and regulations in effect at occupied County facilities, including, but not restricted to, parking and traffic regulations, security restrictions, hours of allowable ingress and egress as to main arteries, occupied buildings, and the like.
- D. Use of Sidewalks and Streets: Contractor shall not make use of sidewalks and streets adjacent to the entrance to the Project site.



- E. Parking and Traffic Regulations: All parking for Job Orders shall be confined to the Project site and within the 'Limits of Work' area. Contractor, subcontractors, material deliverers, visitors, County personnel and consultants, and other parties shall not park on the existing facility site.
- F. Existing Improvements in sidewalks and Streets: Existing Street signs, electroliers, traffic signage, fire hydrants, underground valves and meter boxes, manholes, trees, and other items occurring in sidewalk areas or in streets adjacent to the Project shall be left undisturbed, unobstructed, and easily accessible at all times during construction, except as otherwise indicated or agreed to between Contractor and County.
- G. Covering, moving, trimming, or altering which may become necessary to complete construction operations shall be done only with consent of and in cooperation with County and others having jurisdiction. Contractor shall pay all costs, which may be incurred.
- H. Contractor shall make detailed examination of such adjacent property at start of work and conditional shall be noted by Contractor and confirmed by the County.
  - 1. Contractor, if damaged by this work, shall repair public and private streets, sidewalks and curbs, and other existing improvements therein adjacent to the site, at intervals as required to keep improvements functional. At completion of Project, all such items not included in Contract shall be left in condition equal to that at start of construction.
  - 2. Repair work shall conform to requirements of public authorities having jurisdiction. This includes, but not limited to, temporary walks for pedestrians, cleaning of mud and debris, air pollution control, and traffic control.
- I. Protection of County-Owned Trees and Shrubs: Existing County-owned trees and shrubs to remain shall not be injured during the course of this Work.
  - 1. Irrigate trees and shrubs, which are to remain within 'Limits of Work' area, as directed by County.
  - 2. It is agreed that the Contractor shall replace each damaged tree or shrub with like species and size should any tree or shrub be injured or damaged as a result of construction operations of the Project.
- J. Protection of Existing Utilities: Utility service lines found entering site and not indicated to remain or to be incorporated in the facility/site, shall be plugged, capped, or otherwise abandoned by Contractor in a manner satisfactory to Utility Companies whose services are involved, except as otherwise required. See Section 00 72 00/ General Conditions of the Contract for Construction, Article 10, Protection of Persons and Property.
- K. Protection of Existing Utilities: Protect from damage, existing utility lines not specified to be altered by Work of this Contract; any such features damaged shall be repaired or replaced to condition equal to that existing prior to commencing work of this Contract. See Section 00 72 00/ General Conditions of the Contract for Construction, Article 10, Protection of Persons and Property.

1.08 PROJECT IDENTIFICATION AND SIGNS

(not used)

1.09 CLEAN UP AND DISPOSAL OF TRASH

- A. Contractor is directed to Section 00 72 00/ General Conditions of the Contract for Construction, Article 4.15, Cleaning Up. Keep work and storage areas clean and free of rubbish and perform protective and clean-up work within one day of being notified by County.





- B. Dispose of trash resulting from work, off County property, as it accumulates. Pay fees required for trash disposal. No burning on County property is allowed.
- C. Refer to Section 01 74 19/ Construction Waste Management for related requirements that apply.

1.10 NOISE AND DUST ABATEMENT

- A. Perform any noisy operations outside of regular working hours; include 'extra' cost in Bid Price. Such work shall be done at times convenient to County and shall be approved by County at least 72 hours in advance.
- B. Control dust resulting from all construction operations by localizing it to the greatest practicable extent using temporary fencing, partitions, curtains, or other means which will prevent spread of dust beyond immediate work areas. Duct openings and other openings communicating with other portions of building or systems shall have effective temporary closures.
- C. Use water wagons or spray from hoses to control dust created by outdoor work operations in areas on County property and within the 'Limits of Work' during the entire period of this Contract as directed by the County; also, satisfactory control dust created by construction operations on property used, other than County property, to satisfaction of County and other responsible parties.
- D. (Not used)

1.11 TEMPORARY UTILITIES SERVICES PURCHASED FROM UTILITY COMPANIES

(Not used)

1.12 SANITARY FACILITIES FOR WORKERS

(Not used)

1.13 TEMPORARY WATER

(Not used)

1.14 TEMPORARY ELECTRICAL FACILITIES

- A. Provide such temporary electrical facilities as are necessary to supply temporary lighting for all work operations (inside and outside of building) and temporary power for portable power-driven tools and other Contractor equipment.
- B. Construction Requirements: Construct and maintain temporary electrical facilities in accordance with CCR, Title 24, Part 3, Basic Electrical Regulations, all local codes and PG&E rules and regulations. Materials, devices, and equipment used for these facilities shall be in good and safe condition.
- C. Temporary electrical materials and equipment furnished and installed by Contractor for required facilities.

1.15 TEMPORARY HEAT

- A. Provide and pay all costs for temporary heat, including equipment, fuel, and operators, which may be required during Job Order Completion Time to provide adequate temperatures for storage, installation, application, and drying of installed materials.



- B. Provide temporary closures for windows and doors, and temporary general building ventilation, for proper storage and drying of materials and safe working conditions.
- C. Areas in which wood finishes, gypsum wallboard or other temperature sensitive materials will be stored or installed shall be properly ventilated and, if necessary, heated until ambient temperature is maintained, day and night/ 24 hours, between 60 and 70 degrees F for at least 10 days immediately prior to start of installation and continuing thereafter until final acceptance of Project.
- D. Use of permanent heating for temporary heating: Permanent heating system shall not be used for temporary heat until it has undergone operational testing, commissioning and is approved by the County. No demand shall be made by the Contractor for use of permanent heating for temporary heating, except with consent of County and by agreement in writing for use mutually acceptable to County and Contractor.
- E. Operation and maintenance: Provide operator, maintain permanent heating system, and continue to do so during entire time temporary heat is required, and until entire Work of this Contract is accepted by County. Maintenance shall include replacement of filters and other dispensable items. Refer to technical specifications for requirements relating to the replacement of filters and other items used during temporary heating operations.
- F. Payment for use, including cost of fuel, operators, and maintenance for permanent heating system shall be borne by Contractor until acceptance of Project by County.

#### 1.16 SECURITY

- A. Contractor is responsible for security of buildings and grounds within the 'Limits of Work' involved in Job Orders, including other subcontractors and County facilities, during entire time of Contract. Make good all damages to work and loss of materials due to vandalism or theft, within this responsibility.

#### 1.17 DEWATERING FACILITIES

- A. Provide and maintain dewatering and pumping facilities to keep site reasonably dry, and to protect materials and installed work from water damage until dewatering is no longer required.

#### 1.18 MITIGATION MONITORING PROGRAM

(Not Used)

#### 1.19 SUBMITTALS

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel in areas designated by the County.

#### 1.20 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

#### 1.21 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Installer of each permanent service shall assume responsibility for operation, maintenance, and protection of each permanent service during its use



as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

## PART 2 - PRODUCTS

### 2.01 MATERIALS

- A. Portable Chain-Link Fencing: Minimum 2-inch, 9-gage, galvanized steel, chain-link fabric fencing; minimum 6 feet high with galvanized steel pipe posts; minimum 2-3/8- inch-OD line posts and 2-7/8-inch OD corner and pull posts, with 1-5/8-inch OD top and bottom rails. Provide galvanized steel bases for supporting posts.

### 2.02 TEMPORARY FACILITIES

- A. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.

### 2.03 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. HVAC Equipment: Provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
  - 1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
  - 2. Heating Units: Listed and labeled for type of fuel being consumed, by a testing agency acceptable to authorities having jurisdiction and marked for intended use.

## PART 3 - EXECUTION

### 3.01 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with the public and performance of County staff. Relocate and modify facilities as required by progress of the Work.
  - 1. Locate facilities to limit site disturbance as specified in 01 11 00/ Summary Work.
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

### 3.02 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
  - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. (Not used)
- C. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction.



- D. Water Service: Use of Owner's existing water service facilities will be permitted, as long as facilities are cleaned and maintained in a condition acceptable to Owner. At Job Order Completion, restore these facilities to condition existing before initial use.
    - 1. Where installations below an outlet might be damaged by spillage or leakage, provide a drip pan of suitable size to minimize water damage. Drain accumulated water promptly from pans.
  - E. (Not used)
  - F. Heating and Cooling: Provide temporary heating and cooling required by construction activities in order to maintain ventilation and temperature in the human comfort zone at public and staff areas. Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.
  - G. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.
  - H. Electric Power Service: Use of Owner's existing electric power service will be permitted, as long as equipment is maintained in a condition acceptable to Owner.
  - I. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
    - 1. Install electric power service overhead, unless otherwise indicated.
    - 2. Connect temporary service to Owner's existing power source, as directed by Owner.
  - J. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
    - 1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
  - K. Telephone Service: Provide superintendent with cellular telephone or portable two-way radio for use when away from field office.
  - L. Electronic Communication Service: Provide temporary electronic communication service, including electronic mail.
- 3.03 SUPPORT FACILITIES INSTALLATION
- A. General: Comply with the following:
    - 1. Maintain support facilities until near Job Order Completion. Remove before Substantial Completion. Personnel remaining after Job Order Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
  - B. (Not used)
  - C. (Not used)



- D. Parking: Use designated areas of Owner's existing parking areas for construction personnel.
- E. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
  - 1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties nor endanger permanent Work or temporary facilities.
- G. (Not used).
- H. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with 01 74 19/ Construction Waste Management for progress cleaning requirements.
  - 1. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
- I. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

### 3.04 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- B. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to adjacent properties and walkways, according to requirements of authorities having jurisdiction.
- C. (Not used)
- D. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.
- E. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Job Order Completion. Obtain extended warranty for Owner. Perform control operations lawfully, using environmentally safe materials.
- F. Site Enclosure Fence: Before construction operations begin, furnish, and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gates.
  - 1. Extent of Fence: As required to enclose entire Project site or portion determined sufficient to accommodate construction operations.
  - 2. Maintain security by limiting number of keys and restricting distribution to authorized personnel.
- G. Security Enclosure and Lockup: Install substantial temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.



- H. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
  - 1. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
- I. Where heating or cooling is needed, and permanent enclosure is not complete, insulate temporary enclosures.
- J. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.
  - 1. Prohibit smoking in construction areas.
  - 2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
  - 3. Develop and supervise an overall fire-prevention, protection, and detection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed during installation of new fire alarm system to ensure fire detection system is maintained at all times. Instruct personnel in methods and procedures. Post warnings and information.

### 3.05 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
  - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Job Order Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Job Order Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
  - 1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
  - 2. At Job Order Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements specified in 01 77 00/ Contract Closeout Procedures.

END OF SECTION 01 51 00



## 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 Divisions 00 and 01 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. The Contractor's Construction Schedule is included in Section 01 32 16, "Progress Schedules and Reports"; and the Schedule of Submittals is included under Section 01 33 00, "Submittal Procedures."
- 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 Architect/Engineer.
  - 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 Job Order Price.

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 01 25 13.
- E. "Or accepted equal" means a product accepted by the Architect/Engineer for use in the Work as being equivalent in essential attributes to the product indicated or specified in the Contract Documents. Reference the product substitution procedures Section 01 25 13.

#### 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 of 5 calendar 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 Architect/Engineer, 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 Architect/Engineer 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 Architect/Engineer.
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 Job Order Price 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 Architect/Engineer'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 Architect/Engineer 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 Architect/Engineer at his sole discretion will determine the acceptability of proposed products, and his determination shall be final.
- E. Architect/Engineer's Action: No consideration will be given to a substitute product unless, in the Architect/Engineer's judgment, it complies with the following conditions.
1. It is equal in quality and serviceability.
  2. Its use does not entail changes in detail 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 Supplemental Job 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 Architect/Engineer'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 Architect/Engineer's 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 Architect/Engineer 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 Job Order Completion.

END OF SECTION 01 60 00



SECTION 01 74 19 - CONSTRUCTION WASTE MANAGEMENT

PART I - GENERAL

1.01 WORK INCLUDED

A. Waste Management Objective for the Project:

1. The County has established construction waste management goals that require Job Orders 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
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)

#### 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 877-520-91max/.
- 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
- E. Potrero Hills Landfill

#### 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 subbase 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 jobsite. 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.
- B. 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 jobsite.
  - 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.
4. Contractor shall develop forms to document Waste Management Report for the basis of documenting.

B. Submit final Waste Management Report at completion of Project to document.

PART 2 – PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01 74 19





## SECTION 01 77 00 – CONTRACT CLOSEOUT PROCEDURES

### PART 1 - GENERAL

#### 1.0 DESCRIPTION

- A. This SECTION describes the requirements for Job Order 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.

#### 1.1 RELATED REQUIREMENTS

- A. Documents 00 72 00/General Conditions of the Contract for Construction, 00 73 00/ Supplementary Conditions, and 00 74 00/ JOC Supplemental Conditions and Procedure for Ordering Work, including all fiscal provisions, legal submittals, and other administrative requirements.
- B. Section 01 11 00/ Summary of Work
- C. Section 01 31 00 Project Management and Coordination.
- D. Section 01 33 00/ Submittal Procedures.
- E. Section 01 51 00/ Temporary Facilities and Controls.
- F. Any other applicable Section containing Closeout provisions.

#### 1.2 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 prior to the end of the Job Order Completion Time as specified Document 00 73 00/ Supplementary Conditions, Article 1.3, Time of Completion and Section 01 32 16/ Progress Schedules and Reports and the 00 74 00/ JOC Supplemental Conditions and Procedure for Ordering Work.
- C. When Contractor considers the Work is substantially complete (within Job Order Completion Time), 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 Job Order Completion 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 Job Order Completion (Substantial Completion) of the Work and Beneficial Occupancy 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.

### 1.3 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 Job Orders:
  - 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.



6. Broom-clean interior spaces.
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 of repair or restoration. Do not paint over "UL" and similar labels, including mechanical and electrical name plates.
11. Wipe surfaces of mechanical and electrical equipment, elevator equipment and similar equipment. Remove excess lubrication, paint and mortar droppings and other foreign substances.

#### 1.4 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 Architect.
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 Supplemental Job 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 Detailed Scope of Work.
  - c. Locations of items, not necessarily concealed, which have been changed,



with the Architect's prior acceptance, from the locations shown on the Detailed Scope of Work.

- 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 Detailed Scope of Work and make available to the Architect 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 Detailed Scope of Work.
  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:
    - i. Locate main runs of piping, conduit, ductwork, and similar items by dimensions.
    - ii. 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 Job Order Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions. Where Shop Drawings are marked, show cross-reference on Job Order 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 Supplemental Job 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 Job Order 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.
  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 copied to 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 four (4) 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 in PDF format. Provide three (3) hard copies (full size) 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 Supplemental Job Order and other modifications described in the GENERAL CONDITIONS.
  - c. Edit original Adobe Acrobat PDF document specification files provided by Architect; strike out materials/manufacturers not used and insert text boxes to indicate all changes. When completed with the Record Specifications, copy onto USB flash drive media. Each drive shall be clearly labeled with identifying the Project, contents and date. Provide three (3) 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 Architect, who will forward them to the County after final acceptance of the Work.
- 1.5 OPERATION TESTS
- A. Conduct operational tests as required to demonstrate that all systems have been completed and are in compliance with all requirements.
  - B. Furnish a written record of test results using recording type instruments where applicable.
- 1.6 OPERATING, MAINTENANCE, AND PRODUCT DATA
- A. 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



3. 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.
- B. 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.
- C. Shop Drawings: With each copy of the manual, furnish one set of applicable reviewed Shop Drawings showing changes made during construction.
- D. Number of Copies Required:
1. Transmit digital file and three (3) hard copy manuals, unless otherwise specified, which will be retained by the Architect for forwarding to the County after acceptance of the Work.
- E. 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 in PDF format to the Project Manager/Architect for review. Include a complete index or table of contents of each manual.
  2. The Architect will return 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 Architect's comments. Submit the specified number of copies of each approved manual to the Architect within fifteen days of receipt of the Architect's comments.

#### 1.7 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 startup 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.

1.8 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 if earlier, otherwise from day of recordation of the Notice of Completion of the Project. 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 Architect for review. The Architect 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 calendar days after Job Order Completion Time.
    - b. Otherwise, submit guarantees/warranties prior to request for Final Payment.
    - c. For items of Work where acceptance is delayed materially beyond the date of Job Order Completion Time, furnish updated submittal within 10 calendar 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. Submit electronic version in PDF format to Project Manager/Architect.
    - 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: Three (3) each.
- D. Review Meeting: 11 months following Notice of Completion, 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 00 "PROJECT MANAGEMENT AND COORDINATION" 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.

1.9 SERVICE AND MAINTENANCE CONTRACTS

- A. Compile, review, and transmit specified service and maintenance contracts as specified for guarantees/warranties and bonds.

1.10 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 Architect, who will forward them to the County after final acceptance of the Work.

1.11 RESTORATION OF DAMAGED WORK

- A. Restore or replace, as specified or determined by the Architect, 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.

#### 1.12 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.

#### 1.13 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 Job Order 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.

#### 1.14 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 Job Order Price.

PART 2 – PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01 77 00

NOTE: GUARANTEE/WARRANTY FORM FOLLOWS



**GUARANTEE/WARRANTY.**

\_\_\_\_\_ (Contractor) hereby unconditionally guarantees that the

\_\_\_\_\_ Work described in Job Order Number: \_\_\_\_\_ performed pursuant to the GSD 2023 Job Order Contract 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 \_\_\_\_\_ 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 hereinabove 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

\_\_\_\_\_  
Countersigned  
By General Contractor

\_\_\_\_\_  
Address, License Number

\_\_\_\_\_  
Date



**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 \_\_\_\_\_, 2023, to the **GSD 2023 Job Order Contract, Job Order # \_\_\_\_\_** 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 \_\_\_\_\_, 2023.

\_\_\_\_\_  
Principal

Seal

\_\_\_\_\_  
By

\_\_\_\_\_  
Surety

Seal

\_\_\_\_\_  
By

\_\_\_\_\_  
Agency of Record

\_\_\_\_\_  
Agency Address



SECTION 02 87 00 – LEAD-RELATED CONSTRUCTION

PART 1 – GENERAL

1.1 SUMMARY OF LEAD RELATED WORK

- A. General. This section involves the requirements for disturbance, including removal if required, of painted exterior building components that contain detectable quantities of lead. Existing building components with paint coatings considered to be lead containing paint (LCP) include, but are not limited, concrete window sills, CMU walls and all metal building components (e.g. downspouts, doors, door frames, fence poles, support poles, window fortifications, handrails, etc.) with the exception of roofing components (corrugated roofing, roof trim, roof coping and gutters). The intent of this work and the required procedures is to minimize lead emissions and contamination resulting from construction activities that disturb LCP.
- B. Lead-Related Construction Work: The lead related construction work consists of any work activity or task which results in the coincidental disturbance of paints, surface finishes, or other lead containing materials. The Contractor shall determine and implement applicable OSHA worker protection requirements (8 CCR1532.1) and ensure proper clean up and disposal of any resulting paint chips and lead wastes resulting (including water) from all lead related construction activities.

1.2 REGULATIONS

- A. The Contractor shall comply with the requirements of the current issue of the following regulations and guidelines governing lead-related construction and disposal and other applicable Federal, State, and Local Government regulations. The regulations listed herein are incorporated by reference.
  - 1. Code of Federal Regulations (CFR):
    - a. 29 CFR 1926, Construction Standards
    - b. 29 CFR 1926.62, Lead in Construction
    - c. 29 CFR 1910.94, Ventilation
    - d. 29 CFR 1910.134, Respiratory Protection
    - e. 29 CFR 1910.1025, Lead
    - f. 29 CFR 1910.1200, Hazard Communication
    - g. 29 CFR 1926.55, Gases, Vapors, Fumes, Dusts, and Mists
    - h. 29 CFR 1926.57, Ventilation
    - i. 40 CFR Part 50.12, Ambient Air Quality Standard for Lead
    - j. 40 CFR Parts 260, 261, 262, 263, 264, 265 and 268, Hazardous Waste Management
    - k. 49 CFR Parts 172, 173, 178, 179, Hazardous Material Transportation
  - 2. California Code of Regulations:
    - a. 8 CCR Division 1, Chapter 4, Subchapter 4, Construction Safety Orders
    - b. 8 CCR 1532.1, Lead in Construction
    - c. 8 CCR 1537, Welding, Cutting, and Heating of Coated Metals
    - d. 8 CCR 5144, Respiratory Protection
    - e. 17 CCR 35001 – 36100, Accreditation, Certification, and Work Practices for Lead-Based Paint and Lead Hazards



- f. 26 CCR Division 22, Hazardous Waste
3. General contractors are required to follow the guidelines from the U.S. Department of Housing and Urban Development (HUD). HUD's "Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing (2012 Edition)" specifically state the methods for lead abatement in chapters 12 and 13. These sections include the following types of abatement methods:
  - a. Building component replacement
  - b. Enclosure
  - c. Paint removal
  - d. Encapsulation
4. The following are links to the HUD Guidance for Chapters 8, 12, and 13 respectively:
  - a. Chapter 8 – Resident Protection and Worksite Preparation  
[https://www.hud.gov/sites/documents/LBPH\\_10\\_2013.PDF](https://www.hud.gov/sites/documents/LBPH_10_2013.PDF)
  - b. Chapter 12 – Abatement  
[https://portal.hud.gov/hudportal/documents/huddoc?id=ch12\\_abatement\\_121212.pdf](https://portal.hud.gov/hudportal/documents/huddoc?id=ch12_abatement_121212.pdf)
  - c. Chapter 13 – Abatement by Encapsulation  
<https://www.hud.gov/sites/documents/LBPH-15.PDF>
5. The LPAT must ensure the procured CDPH Certified Lead Abatement Contractor adheres to [Title 8, CCR § 1532.1](#), Construction Safety Orders, Lead. This section provides explicit directions that the lead abatement contractor needs to adhere to.

### 1.3 DEFINITIONS

#### A. Definitions specific to the work of this section:

1. Abatement: Procedures for control of lead exposures to the Contractor's workers, Public and the environment by removal, enclosure, and/or encapsulation of lead containing paints (LCPs), Lead Containing Construction Materials (LCCMs), and LCP coated components and proper clean up and disposal of resulting lead contaminated dust, chips, debris, and abatement wastes. Also includes procedures for control of lead exposures resulting from welding or other hot work on surfaces with LCPs or residues.
2. Action Level (AL): An exposure of 30 micrograms of lead per cubic meter of air ( $\mu\text{g}/\text{m}^3$ ) of airborne lead as an 8 hour TWA. When the AL is met or exceeded, certain protective health and safety measures are triggered per 8 CCR1532.1 Lead.
3. Action Levels for Lead Content: The levels of lead concentration established for each type of analysis performed, which if the lead concentration equals or exceeds the action levels specified herein, renders the material hazardous.
  - a. Action Level for Toxicity Characteristic Leaching Procedure (TCLP) by EPA 200.7: Action level for TCLP is 5.0 milligrams per liter.
  - b. Action Level for Total Threshold Limit Concentration (TTLC) by EPA 6010: Action level for TTLC is 350 milligrams per kilogram.
  - c. Action Level for Soluble Threshold Limit Concentration (STLC) by EPA



200.7: Action level for STLC is 5.0 milligrams per liter.

4. Airlock: A system for permitting ingress or egress with minimum air movement between a contaminated area and an uncontaminated area, typically consisting of two curtained doorways at least three feet apart.
5. Air Monitoring: The process of measuring the lead content of a specified volume of air in a stated period of time.
6. Area Monitoring: Sampling of lead concentrations within the lead control area and inside the physical boundaries which is representative of the airborne lead concentrations that may reach the breathing zone of personnel potentially exposed to lead.
7. Authorized Visitor: Solano County or Solano County's Representative, Architect, or a representative of any regulatory or other agency having jurisdiction over the project.
8. Change Room and Shower Facilities: Rooms within the designated boundary around the lead control area equipped with separate storage facilities for clean protective work clothing and equipment and for street clothes which prevent cross-contamination.
9. Clean Room: An uncontaminated area or room which is part of the worker decontamination enclosure system, with provisions for storage of workers' street clothes and protective equipment.
10. Competent Person: An onsite supervisor who has been formally trained in lead-related construction and who is capable of identifying lead hazards, substandard and improper lead removal controls, procedures, practices, and conditions and who has sufficient experience and authority to take prompt corrective measures to eliminate them.
11. Decontamination Room: Room for removal of contaminated personal protective equipment (PPE).
12. DOP Test: Test of a High Efficiency Particulate Absolute filter (HEPA) system to verify that a minimum of 99.97% of all particles 0.3 microns in diameter are captured by the filter system test must be conducted with dioctylphthalate (DOP) test aerosol in accordance with ANSI Z9.2 1979 and Federal Standard 209 B for Class 100 air and as indicated in UL 586.
13. Eight-Hour Time Weighted Average (TWA): Airborne concentrations of lead averaged over an 8-hour workday to which an employee is exposed.
14. Fixed Object: A unit of equipment or furniture in the Work Area which cannot be removed from the Work Area.
15. Hazardous Waste: Lead paint debris and materials shall be classified as hazardous due to the characteristic of toxicity, as determined by testing in accordance with the California Code of Regulations, Title 22, Division 4, Chapter 30, Article 11.





Any substance(s) listed in Article 11 Section 66699 at concentrations greater than their listed Soluble Threshold Limit Concentration (STLC) or Total Threshold Limit Concentration (TTLC) may need to be further characterized by the Toxicity Characteristic Leaching Procedure (TCLP) in accordance with 40 CFR 261 and other tests prior to disposal as a hazardous waste.

16. HEPA Exhaust System: A portable local exhaust system equipped with HEPA filtration and capable of maintaining a constant, low velocity air flow into contained contaminated areas from adjacent uncontaminated areas when used as Differential Pressure Equipment. Also capable of use as local exhaust to control lead fumes generated from hot work.
17. HEPA Filter: A High Efficiency Particulate Absolute (HEPA) filter capable of trapping and retaining 99.97% of lead particles greater than 0.3 microns in diameter.
18. HEPA Vacuum Equipment: High efficiency particulate air (absolute) filtered vacuuming equipment with a filter system capable of collecting and retaining lead dust. Filters shall be certified to be of 99.97% efficiency for retaining particles of 0.3 microns diameter or larger.
19. Intact LCP Components: LCP components removed substantially intact with LCP firmly adhering to the surface. Examples are door, door trim, baseboards, etc., with intact paint. Also referred to as architectural debris with intact paint.
20. Lead Based Paint (LBP): Lead Containing Paint (LCP) that is at least 0.5% lead by weight when analyzed by AAS or ICP AES (equivalent to 5000 ppm of lead) or 1.0 milligrams of lead per square centimeter (mg/cm<sup>2</sup>) as determined by XRF testing or as identified by specification. LBP is also a Lead Containing Construction Material (LCCM).
21. Lead Containing Construction Materials (LCCM): Any construction material: (1) containing lead at analytically detectable levels greater or equal to 50 ppm; or (2) consisting of paints containing lead at any level capable of posing an occupational or environmental hazard during any phase or process of the current construction or demolition project.
22. Lead Containing Paint (LCP): Any paint or finish coating with any detectable lead content. Cal/OSHA regulation requires assessment of employee exposure for all tasks where lead is present.
23. Lead Control Area: An enclosed area or structure with full containment to prevent the spread of lead dust, paint chips, or debris of LCP removal operations. The lead control area is isolated by physical boundaries to prevent unauthorized entry of personnel.
24. Lead Related Waste: Paint chips, vacuum dust, and debris, used cleaning articles, waste water, plastic sheets and other disposable items which were used during the LCP removal process and as a result are considered lead contaminated waste or assumed hazardous waste pending further characterization.



25. **Lead Impacted Construction:** Any construction activity, excluding abatement, which disturbs lead or lead containing paints or coatings and which may, under specific circumstances, result in worker and or environmental exposure.
26. **Lead Related Construction:** Any construction activity or process including but not limited to lead abatement, LCCM (i.e. paint) removal lead impacted construction, or welding on lead containing surfaces which may expose workers, building occupants, or the environment to a release of airborne lead or surface lead contamination.
27. **Mini containment or Mini enclosure:** A small temporary enclosure constructed of impervious material (such as plastic sheeting) with at least one airlock to permit ingress and egress. The entire Work Area is contained or enclosed by this system to prevent the escape of contamination outside the Work Area.
28. **Permissible Exposure Limit (PEL):** An exposure to airborne lead of 50 micrograms of lead per cubic meter of air ( $50 \mu\text{g}/\text{m}^3$ ), averaged over an 8-hour workday which is referred to as a time weighted average (TWA). This is the highest level of Lead in air an employee can be permitted to be exposed to in an eight-hour work day. For longer work days, the PEL is lowered and can be determined by dividing 400 by the number of hours worked per day. When the PEL is exceeded, the Design Build Entity must take action to lower the exposure level and protect the worker per 8 CCR1532.1 Lead.
29. **Personal Monitoring:** Sampling of lead concentrations within the breathing zone of an employee to determine the 8-hour TWA concentration in accordance with Title 8 CCR 1532.1. Samples shall be representative of the employee's work tasks. Breathing zone shall be considered an area within a hemisphere, forward of the shoulder, with a radius of 6 to 9 inches and the center at the nose or mouth of an employee.
30. **Physical Boundary:** Area physically roped or partitioned off around an enclosed lead control area to limit unauthorized entry of personnel. As used in this section, "inside boundary" shall mean the same as "outside lead control area".
31. **Qualified Person:** The individual identified by the Contractor to be responsible for conducting air sampling, calibration of air sampling pumps, evaluating sampling results, and conducting respirator fit tests.
32. **Recognized Training/Educational Institution:** University, college, Steel Structures Painting Council, or a professional training organization funded by or meeting U.S. Environmental Protection Agency (EPA) and/or California Department of Public Health (DPH) training accreditation requirements for contractors performing lead based paint or construction abatement work.
33. **Removal:** All herein specified procedures necessary to remove and clean up all LCCM or LCP from the designated areas and to dispose of these materials at an acceptable site in accordance with Federal, State and Local Regulations. Removal of LCP may be by whole painted component or by removing LCP from painted



components either onsite or offsite.

34. County's Representative: Consultant retained by the County.
35. Trigger Task: Task specifically identified by the CAL/OSHA Lead standard as a potential exposure hazard requiring certain protective measures to be implemented prior to obtaining the results of an initial exposure assessment.

Trigger tasks include, but are not limited to, any of the following tasks when materials or paints which contain lead are present and will be disturbed:

- a. Manual demolition
  - b. Manual scraping or sanding
  - c. Heat gun application
  - d. Use of power cleaning tools
  - e. Rivet busting
  - f. Abrasive blasting
  - g. Welding, cutting or torch burning
36. Visually Clean: Free of visible dust, paint chips, dirt, debris, or films removable by vacuuming or wet cleaning methods specified. For outside soil or ground cover areas, visually clean shall mean free of construction or paint debris, chips or dust distinguishable from the initial soil or ground conditions.
  37. Washroom: A room or area established outside the Work Area for hand washing at minimum. Where the lead PEL is exceeded, the wash room shall contain a shower facility with hot and cold water and a water filtering system.
  38. Wet Cleaning: The process of eliminating lead contamination from building surfaces and objects by using cloths, mops, or other cleaning tools which have been washed with specified detergent solutions and rinsed with clean water.
  39. Work Area: A designated and controlled area in which lead-related construction actions are undertaken or which may become contaminated as a result of such actions. A Work Area is a controlled area delineated at minimum by barrier tape (or similar means) and signage to restrict access to Authorized Personnel. In some instances, a higher degree of physical isolation and control may be required and specified.

#### 1.4 SUBMITTALS AND NOTICES

- A. Requirements are as set forth in the General Conditions and Division 1, for items required to be submitted under this section.
- B. Product data shall include manufacturer's product data, specifications, samples and application instructions and other pertinent information necessary.
- C. Project procedure submittal for LCP coating removal. Submit the following:
  1. Detailed work plan for all lead-related construction including:
    - a. paint preparation methods to be employed (including removal if required);
    - b. lead contamination controls for each different type of method or work



- c. operation involving disturbance of lead containing paint;
  - c. equipment and materials proposed to be used on LCP coatings;
  - d. the procedures and practices for protection of building occupants and the environment; and
  - e. detailed description of Work Area preparation and containment controls for lead-related construction work, cleaning and decontamination procedures, signage, and security measures.
2. Detailed plan for disposal of lead contaminated wastes generated by this work in accordance with all applicable Federal, State and Local regulations. Each separate waste stream should be addressed including name of waste stream, methods of handling, packaging, labeling, storage, transportation, and disposal or recycling. For materials to be disposed, indicate the classification of the waste (RCRA hazardous, California hazardous or non-hazardous).
  3. Method of transport of hazardous waste including name, address, EPA I.D. number, and telephone number of the transporter and the name, class, address, EPA I.D. number, and telephone number of hazardous waste site(s) to be utilized for disposal of each waste stream.
  4. Proposed location, size and type of secured waste storage containers to be used. Include system that will be used for segregating different waste streams.
  5. Detailed schedule for completion of lead-related construction work to be updated on a weekly basis indicating tasks being performed until job completion.
  6. Detailed plan for protection of workers conducting lead-related construction work which includes all information required for the CAL/OSHA lead compliance plan per Title 8 CCR 1532.1. At minimum, for each removal method, the plan shall detail protective clothing and equipment and procedures and worker decontamination facilities and procedures.
- D. Lead Personnel Qualification and Protection Submittal. Submit the following:
1. **Requirement of General Contractor:** GC must be a CDPH-certified Lead Supervisor and/or Worker. Under Title 17, CCR § 35001-35050 and § 36000-36100,
    - a. **A Certified Supervisor:**
      - i. May perform Lead abatement activities
      - ii. May supervise individuals performing lead abatement activities
      - iii. May prepare lead abatement plans
      - iv. May not perform lead hazard evaluations, including clearance inspections.
    - b. **A Certified Worker:**
      - i. May perform lead abatement activities
      - ii. May not prepare lead abatement plans
      - iii. May not perform lead hazard evaluations, including clearance inspections.
  2. Employee training certifications demonstrating that all employees engaged in lead-



related construction have attended formal lead hazard training. All training for other lead related construction activities shall be in accordance with the worker training provisions in the CAL/OSHA and California Department of Public Health (DPH) lead regulations, as applicable, and this specification:

- a. The minimum training course for supervisor and workers conducting lead related construction work shall meet all requirements of 8 CCR1532.1, Lead. Documentation shall consist of training institution certificates or certification by trainer for each employee with dates trained and a copy of the training syllabus.
- b. Updated information shall be provided in advance of on-site lead worker personnel changes.

3. Documentation that all employees engaged in lead-related construction activities or the "Trigger Tasks" have had the appropriate medical examinations specified in Title 8 CCR1532.1 within the prescribed time periods immediately preceding project start up. It shall be the Contractor's responsibility to secure any and all medical and exposure information releases required for employee records in accordance with regulation. Evidence of medical requirement compliance shall include, but are not necessarily limited to:
  - a. Documentation of medical surveillance examination by a licensed medical physician prior to commencement of onsite LCP related work including baseline blood lead levels performed within the last six (6) months.
  - b. Statement by the examining physician that employee is fit to wear a respirator in accordance with 8 CCR 1532.1 within the last twelve (12) months.
4. Documentation that all employees required to wear respirators has passed respirator fit tests within the past twelve (12) and has been assigned individual respirators which fit them.
5. Methods, procedures and plan for monitoring employee airborne lead exposure during lead-related activities. Methods and procedures, at a minimum, shall comply with requirements outlined in Title 8 CCR 1532.1 Lead.

E. Lead Related Construction and Equipment Submittal. Submit the following;

1. Calibration data showing where secondary standards (rotameter) for personal air monitoring equipment have been calibrated from a primary standard within the last 30 days from the date of submittal.
2. Product data sheets and safety data sheets (SDSs) for each product proposed for use on this project such as wetting agents, chemical paint removers, detergents, adhesives, and abrasives.
3. Manufacturers certification that HEPA vacuums, HEPA ventilation equipment, and other equipment required to contain airborne dust and fume conform to ANSI Z 9.2
4. Certification that HEPA filter exhaust systems have been DOP tested in place after installation and been found to provide 99.97% efficient air cleaning for particulates



greater or equal to 0.3 microns in diameter. All DOP filter certification testing shall be conducted on site by an independent testing firm.

- F. Lead Related Construction Daily Submittal. Submit the following documentation daily to Solano County within 24 hours of initiation:
1. An accurate daily entry log or roster of all authorized personnel entering and exiting the Work Area.
  2. Copies of initial and periodic personnel air monitoring laboratory results and calculated eight-hour time weighted average results for each employee monitored shall be provided within 48 hours of sample collection.
  3. Provide Solano County at least 24 hours' notice prior to scheduling startup of each different by type of lead related construction operation.
  4. Updated training and medical certifications (as required herein) shall be provided prior to assignment of new personnel and for existing personnel prior to the stated allowable time limits or expiration dates. The allowable intervals since the last medical examination (12 months), blood lead test (6 months), or fit test (12 months), shall not be exceeded.

#### 1.5 SOLANO COUNTY'S INDEPENDENT OBSERVATION SERVICE

- A. The County's Observation Service is authorized to provide lead related construction compliance observation and monitoring, testing, and technical oversight services including, but not limited to:
1. Airborne lead monitoring to evaluate the effectiveness of the Contractor's lead dust and fume control work practices, procedures, and dust containment methods. The results from this monitoring shall be used to evaluate the Contractor's personal monitoring data and to evaluate Contractor's compliance with occupational and environmental regulations.
  2. Visual inspections to verify if the Contractor has met the requirements for various phases of the lead related construction process including Work Area preparation, clean up and decontamination.
  3. Classify the typical waste streams produced by lead-related construction work according to existing California hazardous waste criteria by laboratory analysis.
- B. The County may procure the service of an Independent Observation Service for this project to perform the following:
1. Inspect the preparation of work areas prior to lead-related construction work.
  2. Review the Contractor's initial and periodic lead exposure air monitoring results.
  3. Inspect lead-related construction procedures.



4. Periodically, inspect lead-related construction work areas.
5. Conduct a post work visual inspection of all work areas.
6. Review the classification of the typical waste streams produced by lead-related construction work according to existing California hazardous waste criteria by laboratory analysis.

#### 1.6 CONTRACTOR'S COMPLIANCE AND QUALITY ASSURANCE

- A. The Contractor shall have a Competent Person onsite at all times while lead-related construction work is in progress. The Contractor's Competent Person shall communicate and coordinate with the County's Independent Observation Service with regard to work schedule, inspections, daily submittals, and compliance issues.
- B. The Contractor's Competent Person shall:
  1. Ensure the Contractor's compliance with the plans, specifications, and work plans.
  2. Conduct worker exposure monitoring using a Qualified Person and provide results to the County's Independent Observation Service.
  3. Pre-inspect Work Areas for compliance and completion prior to notifying the County's Independent Observation Service of the Work Area's readiness for inspection.
  4. Accompany the County's Independent Observation Service during Work Area pre-start and clearance inspections upon request.
  5. As applicable, ensure all of the Contractor's lead related construction workers have current valid medical, blood lead test, training, and respirator fit testing records where required and provide copies of all new or updated records to the County's Independent Observation Service for approval before assigning the workers to any work within Work Areas.
  6. Take timely and appropriate corrective actions to ensure compliance with the lead-related construction specifications and to eliminate unsafe, unhealthy, and environmentally unsound work practices regardless of whether or not they are brought to the Contractor's attention by the County's Independent Observation Service.
  7. Adhere by the initial characterization of waste for proper packaging, labeling, storage, transportation, and disposal of waste. Ensure any additional waste testing required is completed and ensure proper storage, shipping and timely disposal of all hazardous waste.

### PART 2 - PRODUCTS

#### 2.1 PROTECTIVE COVERING



- A. Polyethylene sheets, fire resistant, of 6 mil thickness in size (dimensions) to minimize the frequency of joints.

## 2.2 CLEANERS

- A. For cleanup and decontamination, a tri-sodium phosphate (TSP) wash solution containing at least five percent (5%) TSP shall be used. Alternative cleaning and decontamination agents shall be subject to approval by the County's Independent Observation Service.

## 2.3 TAPE

- A. Duct tape (or approved equivalent) two (2) inches or wider, capable of sealing joints of adjacent sheets of polyethylene sheeting and for attachment of polyethylene sheeting to finished or unfinished surfaces of dissimilar materials and capable of adhering under both dry and wet conditions.

## 2.4 CHEMICAL PAINT REMOVAL SYSTEMS

- A. If required, chemical paint removal systems shall be selected on the basis of the type of paint to be removed, the substrate type, and chemical compatibility with new coating systems to be applied. Chemical removal systems shall effectively remove paint without adversely affecting the treated surface's suitability for repainting or adversely affecting the bonding, appearance or durability of the coatings to be applied.
- B. Chemical paint removal systems containing methylene chloride are prohibited.
- C. Submit manufacturer's product data sheets for each chemical remover for review and evaluation by the County's Independent Observation Service. All chemical paint remover products are subject to approval by the County's Independent Observation Service.

## 2.5 SPRAY ADHESIVE

- A. Provide spray adhesive in aerosol cans which is specifically formulated to stick to sheet polyethylene.

## 2.6 DISPOSAL CONTAINERS

- A. Provide six (6) mil thick polyethylene sheeting, six (6) mil leak tight polyethylene bags and other impervious containers as required by applicable regulations. All waste shall be labeled as hazardous or potentially hazardous waste unless proven otherwise by appropriate sampling and laboratory analysis.
- B. All hazardous waste shipping containers shall meet applicable DOT requirements.

## 2.7 WARNING SIGNS AND LABELS

- A. Caution Signs: To be minimum of 20 x 14 inches and includes phrase "Caution Lead Hazard, Keep Out Unless Authorized" in minimum two-inch-high letters. These shall be posted at each approach to each lead Work Area.
- B. CAL/OSHA Lead Warning Posters: "DANGER. LEAD WORK AREA, MAY DAMAGE





FERTILITY OR THE UNBORN CHILD, CAUSES DAMAGE TO THE CENTRAL NERVOUS SYSTEM, DO NOT EAT, DRINK OR SMOKE IN THIS AREA" shall be posted at the entrance to each Work Area.

- C. Labels: Hazardous waste shall be labeled according to Federal, State and Local regulations including, but not limited to, the California Code of Regulations, Title 22, Chapter 30 and the U.S. Department of Transportation 49 CFR Parts 172, 173, 178 and 179.

## 2.8 PERSONAL PROTECTIVE EQUIPMENT

- A. Personal protective equipment shall comply with the requirements of Title 8 CCR 1532.1 Lead.
- B. For Trigger Tasks and lead-related construction activities where airborne dust levels are known to exceed the Action Level, the minimum protective clothing and equipment for lead-related construction work shall consist of fire retardant, disposable, full body coveralls, disposable boots, gloves, or equivalent in accordance with ANSI Z41. Sleeves at wrists and cuffs at ankles shall be secure.
- C. Eye protection and hard hats shall be available and worn at all times and shall conform to ANSI 87.1 and ANSI 89.1
- D. The Contractor shall provide Authorized Visitors with suitable disposable protective clothing, headgear, respirators, and footwear whenever authorized visitors are required to enter the Work Area. Up to an average of three sets per day of suitable personal protective equipment shall be made available for authorized visitors.
- E. All disposable clothing worn during each work shift shall be removed prior to exiting the Work Area and shall be properly segregated and placed in container for proper waste characterization. The Contractor shall bear full responsibility for additional costs associated with waste profiling and disposal if wastes are not properly segregated.

## 2.9 RESPIRATORS

- A. Provide workers with personally issued respiratory equipment approved by NIOSH and suitable for the lead exposure level in the Work Area. Where respirators with disposable filters are employed, provide sufficient filters for replacement as required by the worker or applicable regulation. Each respirator shall be washed at least daily prior to storage. The following general conditions shall apply to respirator use:
  - 1. All respirators used must be certified by NIOSH and a respirator program shall be established and implemented.
  - 2. Respirators shall be used whenever airborne lead concentrations will exceed, or are likely to exceed, 30 µg/m<sup>3</sup>, and for any of the Trigger Tasks which have not been demonstrated to be below the Action Level by initial monitoring.
  - 3. Prior to initial monitoring, the level of protection shall follow CAL/OSHA requirements for the specific Trigger Task. Otherwise, the respirators worn shall be selected based on measured or reasonably expected airborne concentrations of



lead as follow:

- a. Half face negative pressure air purifying respirator: up to 500  $\mu\text{g}/\text{m}^3$
  - b. Powered air purifying respirators: up to 50,000  $\mu\text{g}/\text{m}^3$
4. Disposable respirators are not acceptable at any time. It is always permissible to upgrade to a more protective type of respirator.
- B. The Contractor is responsible for determination of airborne lead concentration levels for the Contractor's personnel and for providing and enforcing use of appropriate personnel respirator protection based upon airborne lead concentrations and this specification.
- C. Respirators shall not be removed inside the Work Area. Workers shall proceed to the designated washing area and clean the external surface of the respirator body before removing the respirator.

## 2.10 TOOLS AND EQUIPMENT

- A. Provide suitable tools for lead-related construction including required HEPA vacuums, ground fault circuit interrupters (GFCIs), ladders, scaffold, garden sprayers and portable eyewash systems. All tools and equipment brought onsite shall be clean and free of lead and other hazardous material contaminants. HEPA vacuums shall be labeled with a lead warning label and dedicated to LCP work to prevent commingling of lead wastes with other wastes. HEPA filtered vacuums shall be DOP tested on site to verify 99.97% effectiveness. Provide sufficient back up equipment for use in the event of equipment failure.
- B. Provide enough support equipment to construct and operate the required hand washing system and portable wash room, as applicable. The supply side water hose shall have a check valve to prevent back-flow under any circumstance.

## PART 3 - EXECUTION

### 3.1 GENERAL

- A. Public Warning and Safety Information to be Posted
1. Post signs at all approaches to the lead Work Area entrance to read "Caution Lead Hazard -Keep Out Unless Authorized." In addition, post the CAL/OSHA Lead Hazard Warning Poster at the immediate Work Area entrance.
  2. A list of phone numbers for the local hospital and for emergency squad, the local fire department, a representative of the Contractor who may be reached 24 hours a day, and County Representative and any other professional Consultants directly involved in the project.

### 3.2 GENERAL PREPARATION FOR LEAD-RELATED CONSTRUCTION

- A. Cordon off the Work Area extending at a minimum of 10 feet horizontally per building level beyond the area of lead related construction with barrier tape and warning signs as specified herein.
- B. Place a plastic drop cloth below the area where LCP paint chips or dust is likely to be



released.

- C. Protect windows, doors, and openings within the regulated area adjacent interior areas of the building with a minimum of one layer of 6-mil poly.
- D. Where LCP or LCCM components are likely to generate airborne dust or paint chips, devise a suitable containment to contain such dust and prevent dispersal.
- E. Provide a designated entry/exit point to exterior Work Areas suitable for workers to properly decontaminate and exit from the Work Area as specified herein. Install lead caution and warning signage as specified above.
- F. Notify the County's Observation Service when the Work Area is ready for inspection at the startup of each lead related construction process not previously evaluated.

### 3.3 WORKER PROTECTION AND DECONTAMINATION PROCEDURES

- A. The Contractor shall use only workers medically qualified and trained for lead-related construction, LCP removal, and respirator usage.
  - 1. Medically qualified shall mean that the worker has had an occupational medical exam for lead exposure and respirator usage within 12 months of abatement start up.
  - 2. The contents of the exam must be in conformance with Title 8 CCR 1532.1.
  - 3. Each worker performing lead-related construction work shall have documented lead training in accordance with Title 8 CCR 1532.1.
  - 4. The Contractor's Competent Person for lead-related construction shall have received training in accordance with Title 8 CCR 1532.1 (1) (2).
  - 5. The Contractor shall ensure that no worker is allowed onsite to perform lead-related construction work until the County has received and approved all of the worker's medical, training and fit testing certifications.
  - 6. As applicable, each worker and Authorized Visitor shall, upon entering the job site, enter the designated change area and put on full body reusable or disposable coveralls, booties or shoe covers, respirator with HEPA filters, and gloves before entering the Work Area.
  - 7. As applicable, when exiting a Work Area, proceed to vacuum off all reusable work clothing and dispose of outer disposable protective clothing as suspect lead waste. Proceed to a designated wash area, remove and clean the respirator and store in a clean container.
  - 8. At the end of the work day, all workers are to do the following in addition to those procedures described above: Place disposable outer garments and shoe covers in labeled waste containers dedicated to PPE for proper waste characterization; remove inner disposable clothing and place in waste containers; clean protective gear including respirator, wash hands and face, and put on clean street clothes in



the changing area.

9. All tools and equipment shall be decontaminated by HEPA vacuuming and wet wiping prior to being taken out of the Work Area. Tools and equipment with inaccessible internals shall be externally wet wiped, bagged and sealed prior to being removed from the Work Area.
10. Workers shall not eat, drink, smoke, or chew gum or tobacco at the work site within 20 feet of any Work Area as specified by the County.

### 3.4 PAINT PREPARATION ACTIVITIES

- A. All manual sanding and scraping of LCP shall be performed using wet methods. All debris shall be immediately cleaned using wet wiping and HEPA vacuums.
- B. Water spray washing of the building shall be done at low pressure, which does not result in stripping of the paint. Areas of damaged paint should be removed prior to washing the building.

### 3.5 LEAD-RELATED CONSTRUCTION WORK

- A. If the Contractor's work requires demolition of lead containing materials, disturbance of materials coated with LCP, or removal/installation of architectural, electrical, plumbing, or mechanical components from/to existing LCP coated systems, the Contractor shall take the following precautions:
  1. Cordon off the work area with caution tape and lead warning signs.
  2. Protect workers in conformance with Title 8 CCR 1532.1.
  3. Place a plastic drop cloth below the area where LCP paint chips or dust is likely to be released.
  4. Clean up all resulting LCP chip dust and debris by wet wiping or HEPA vacuuming before moving the drop cloth to the next area. Dispose of paint chip and contaminated cleaning materials as specified herein.
- B. If the Contractor's work involves the removal of LCP components the Contractor shall take the following precautions:
  1. Prepare Work Areas as specified for removal.
  2. Remove components using wet methods and/or HEPA vacuuming to control dust generated by mechanical cutting and/or disassembly.
  3. Clean up lead containing paint chips, dust, and debris as the removal proceeds and at the completion of work using HEPA vacuums and/or wet wiping. Clean all tools and equipment prior to removing them from the Work Area. Clean all polyethylene sheeting and horizontal surfaces prior to removing the sheeting.
  4. Special precautionary controls shall be used as necessary to prevent lead dust or



debris from being carried or blown out of the controlled area by wind or air currents.

5. Each removed LCCM component shall be carefully removed from the work areas. Clean up dust and debris as removal proceeds.

### 3.6 REMOVAL OF LEAD CONTAINING PAINT BY CHEMICAL REMOVAL (IF REQUIRED)

- A. Removal of LCP using Chemical Removal system shall be approved for use by the County.
- B. The Contractor shall provide additional security measures as necessary to ensure occupants cannot gain access to chemicals and chemically treated surfaces.
- C. Safety data sheets for each chemical substance and product used shall be onsite at all times and available for review by the workers and the County.
- D. The Competent Person shall review the contents of the safety data sheets and the safe removal procedures with the workers prior to chemical removal.
- E. Workers shall wear chemical goggles, face shields, impervious gloves, aprons, and booties over the standard protective clothing prior to starting chemical removal.
- F. Stage or install a temporary emergency eyewash capable of providing a 15-minute flush within the immediate Work Area if corrosive organic or corrosive inorganic paint removal (stripping) products are used.
- G. Chemical stripping agents (and neutralizers) shall be applied in accordance with the recommendations of the manufacturer. Remove all paint down to the bare substrate. Ensure that the chemicals used and the associated removal methods leave a clean and smooth surface capable of accepting a suitable primer/sealer coating after final cleaning. All chemical residues shall be removed from surface applied.
- H. Containerize all paint and chemical waste in impervious containers labeled as hazardous waste.
- I. Package all contaminated rags and protective equipment, and disposable cleaning items and plastic sheets in labeled impervious containers and transfer waste containers to secure waste storage units. The Contractor shall assume all such waste to be hazardous unless proven otherwise by objective waste characterization data.
- J. Clean and decontaminate the Work Area in accordance with the procedures outlined herein.
- K. Decontaminate all tools and equipment before removing them from the Work Area. Seal or bag-up such equipment for transfer to the next Work Area.

### 3.7 REMOVAL OF LCP BY MECHANICAL REMOVAL (IF REQUIRED)

- A. All mechanical removal equipment and systems shall be approved by the County. Such equipment includes but is not limited to needle guns, abrasive wheels, and rotopeen



equipment.

- B. All power tools shall be designed and equipped with effective HEPA filter exhaust systems.
- C. The Contractor shall submit a separate work plan for containment of lead dust and debris emissions released by vacuum assisted power tools.
- D. Work Area preparation and LCP removal shall be in accordance with the approved work plan.

### 3.8 LCP REMOVAL BY ABRASIVE BLASTING METHODS

- A. Abrasive blast removal of lead containing surface coatings is forbidden for this project.

### 3.9 CLEANING AND DECONTAMINATION OF REMOVAL WORK AREAS

- A. Daily Clean up: Perform the following clean up procedures daily.
  - 1. Clean Work Areas until they are free of loose dust and debris to the satisfaction of the County using HEPA and/or wet wiping after pick up of large debris.
  - 2. Wet debris with a fine mist of water and collect material. All material to be properly segregated, bagged in 6-mil plastic bags, sealed, and moved to a designated, secure, waste storage area for waste characterization.
  - 3. All tools and equipment shall be sealed in six (6) mil plastic bags after being decontaminated prior exiting the Work Area.
  - 4. At the end of each work day the Contractor's Competent Person shall inspect work performed that day to ensure the work has been completed and no dust or residue remains on the areas removed and/or in the Work Area. The County shall be included in that inspection process when and if they request inclusion.

### 3.10 FINAL CLEARANCE INSPECTION AND TESTING OF REMOVAL WORK AREAS

- A. Clearance Inspection and Testing.
  - 1. After the final cleanup of each Work Area by the Contractor's Competent Person will conduct a visual inspection to ensure that all visible dust and debris has been removed.
  - 2. If the results of the final visual inspection are satisfactory, the Contractor shall notify the County. The County may elect to also conduct a visual inspection of the Work Area.
  - 3. If the Work Area is not visibly clean, as determined by the Contractor's Competent Person or the County, the Contractor shall re clean and decontaminate the Work Area.

### 3.11 LEAD CONTAMINATION OF ENVIRONMENT



- A. In the event that removed LCCM paint, dust, or debris is not properly contained within the Work Area and thereby escapes established barriers, the Contractor shall stop work immediately, notify the Contractor's Competent Person and the County immediately, and commence clean up and decontamination procedures as described herein or directed by the County.

### 3.12 WASTE STORAGE, SEGREGATION, AND CHARACTERIZATION

- A. The Contractor shall provide for secure onsite temporary storage of LCP or LCCM related waste. Waste storage location, equipment, containers and methods are subject to prior approval by the County.
- B. All lead related waste streams and waste categories shall be considered hazardous until proven otherwise through testing by the Contractor. The Contractor shall be responsible for segregating waste (reference list below). If the Contractor allows different waste stream to become co-mingled, the waste will be classified as hazardous if any single component waste stream is hazardous.
  - 1. Paint (LCP) chips, dust and debris, HEPA vacuum waste.
  - 2. Plastic sheeting and tape.
  - 3. Disposable Protective Clothing and Equipment (PPE).
  - 4. Cleaning Rags.
  - 5. LCP removed by chemical stripping.
  - 6. Painted demolition debris (if applicable).
- C. Intact LCP components: Architectural and mechanical equipment debris with intact LBP shall be considered hazardous until proven otherwise through testing.
- D. Each lead related waste produced shall be placed in properly segregated, labeled and sealed, impervious containers.
- E. Removed intact LCP components shall be properly segregated, wrapped in six mil polyethylene sheeting, labeled and securely sealed with duct tape or placed in a lined bin.
- F. All waste containers, bags, and packaged waste shall be stored in a designated, secure, locked waste storage area and be labeled with the following information:
  - 1. Waste Category: Lead
  - 2. Date Accumulated: (Insert Date)
  - 3. Name, address: (Insert Facility Name and Address)
  - 4. Origin of waste: (Insert Waste Stream Name, i.e. Paint Chips, Vacuum Bags)
- G. HEPA vacuum and wet wipe the exterior of all waste containers prior to removing them



from the Work Area to the designated storage area.

- H. Each category of waste will be tested and characterized by the Contractor using one or more of the following testing protocols:
  - 1. CAL/EPA testing protocol:
    - a. Total Threshold Limit Concentration (TTLC): 1,000 ppm lead
    - b. Soluble Threshold Limit Concentration (STLC): 5 ppm lead
  - 2. Federal EPA testing protocol:
    - a. Toxicity Characteristic Leaching Procedure (TCLP): 5 ppm lead
- I. Based on the testing protocols, any waste greater than or equal to five (5) ppm lead using STLC or TCLP tests or any waste greater than or equal to 1,000 ppm lead using the TTLC test shall be considered a hazardous waste.
- J. When the TTLC test result is less than 50 ppm lead, no further testing is required for that waste category sampled unless the waste stream or waste generating process changes. A minimum of four samples will be taken to represent each category of waste generated. It will be the responsibility of the Contractor to ensure representative samples are taken from each category of segregated waste.
- K. The Contractor shall package, store, handle, transport and dispose of each category of waste generated based on the testing results unless specific written direction is provided by the appropriate regulatory agency and reviewed and approved by the County. In all cases, the landfill shall be subject to approval by the County.
- L. Upon verbal request of the County, the Contractor shall provide samples of lead-related waste to the County. The Contractor shall provide samples within full view and presence of the County.
- M. The cost of any further waste characterization or waste profiling required by the approved landfill will be the responsibility of the Contractor.
- N. In the event that the County has determined that waste is not properly segregated, additional waste testing may be conducted of the mixed waste stream. The Contractor shall be responsible for the costs associated with this additional testing.
- O. The Contractor shall bear full responsibility for additional costs associated with waste disposal and characterization if waste is not properly segregated as required herein.

### 3.13 HAZARDOUS WASTE DISPOSAL

- A. Site Storage and Handling:
  - 1. The Contractor shall pay strict attention to the requirements of 40 CFR 262 and 265 and Title 22, Chapter 30 for the onsite handling of lead waste/debris, with special attention given to the time of storage, amount of material stored at any one time, use of proper containers, and personnel training. All waste shall be stored in secure, locked, labeled, sealed impervious containers and not placed on the





unprotected ground. All containers shall be shielded adequately to prevent dispersion of the debris by wind or rain and shall be labeled as hazardous waste. Any evidence of improper storage shall be cause for immediate shutdown of the project until a corrective action is taken.

B. Transportation and Disposal of Waste:

1. The Contractor shall arrange to have the LCP waste and debris transported from the site in accordance with the requirements of 40 CFR 263 and 264, and disposed of properly in accordance with 40 CFR 268, GISO 8 CCR Articles 40 and 41, 49 CFR Parts 172, 173, 178, and 179 and Title 22, Chapter 30, Articles 5, 6, 6.5 and 8.
2. The Contractor shall submit to the County the Name, Class, and EPA I.D. Number of the waste disposal site(s) to be used for each waste category which has been determined by testing to exceed the hazardous waste thresholds provided herein.
3. The Contractor shall prepare waste shipping manifests for review by the County. Upon waste or material pickup by the selected waste transporter, manifests shall be signed by the County and copies retained to verify that all steps of the handling and disposal process have been completed properly.
4. Copies of the landfill weight tickets shall be provided to the County to verify the amount of waste disposed of at that site. The Contractor shall be responsible for all costs associated with transportation and disposal of all wastes generated at the result of this work.

C. No waste characterized as hazardous waste shall be stored onsite for more than 90 days prior to being properly transported for disposal.

D. All equipment, materials, and waste generated on this project must be removed offsite to their proper locations by the Contractor within 14 calendar days from lead related construction work completion.

E. Containers to be loaded for transportation from the storage area must be removed by workers who have entered from uncontaminated areas, dressed in clean coveralls.

3.14 STOP WORK ORDERS

A. The County has the authority to stop work if it is determined that conditions or procedures are not in compliance with the specifications and/or applicable regulations; to the extent of potential endangerment of building users, workers, building occupants, County employees, the public or environment. The work stoppage shall remain in effect until conditions have been corrected and corrective measures have been taken to the satisfaction of the County. All standby time and testing costs required to correct the above mentioned problems shall be borne solely at the Contractor's expense. Examples of such conditions that might result in a work stoppage include but are not limited to:

1. Uncontrolled visible emissions which escape the established Work Area or within the Work Area; and/or,



2. Ambient airborne levels of lead outside the construction area at more than 15 micrograms per cubic meters of air ( $\mu\text{g}/\text{m}^3$ ) of lead averaged over an eight-hour work period or 5.0  $\mu\text{g}/\text{m}^3$  for any 24-hour period. Measurements of the ambient airborne lead levels shall be made outside the immediate Work Area and at the nearest occupied areas.
3. Unsecured Waste Storage Area and/or improper containment of lead waste or LCP contamination.

### 3.15 CLOSEOUT

- A. Prior to approval of payment request, the Contractor must provide the following information:
- B. Copies of hazardous waste manifest, profile sheets and weight tickets for all hazardous waste and for all nonhazardous waste or waste recycle receipts.
- C. All surface damages during the work must be restored to their original condition except those surfaces scheduled for demolition as part of the renovation project.

END OF SECTION 02 87 00