PROJECT MANUAL
Volume 1

for

ADA Signalized Intersections Batches 5 & 6

COUNTY OF SONOMA

DEPARTMENT of PUBLIC INFRASTRUCTURE

Bid Date: Tuesday, February 17, 2026

Project Numbers: CP40024TB & CP40024TD

Advertisement Date: Sunday, January 11, 2026

DOCUMENT 000102

PROJECT TEAM

COUNTY'S REPRESENTATIVE

Mark Abel

Sonoma County Facilities Development & Management Division

400 Aviation Blvd., Suite 100

Santa Rosa, CA 95403

CIVIL ENGINEER

Coastland DCCM

Nathan Fishman

1400 Neotomas Avenue

Santa Rosa, CA 95405

END OF DOCUMENT

DOCUMENT 000110

TABLE OF CONTENTS

INTRODUCTORY INFORMATION

Document	Title
000101	Project Title Page
000102	Project Team
000110	Table of Contents

BIDDING REQUIREMENTS

Document	Title
001116	Invitation to Bid
002113	Instructions to Bidders -Receipt of Bids -Contact Information -Mandatory Pre-Bid Conference and Site Visit -Bid Submission -Contents of Envelope Bid Price -Required Bid Forms -Required Bid Security -Required Subcontractor List -DIR Registration -Other Requirements -Existing Conditions -Addenda -Substitutions -Wage Rates -Equal Employment Opportunity -Withdrawal of Bids -Bid Opening -Determination of Apparent Low Bidder -Bid Evaluation -Determination of Apparent Low Bidder -Bid Evaluation -Bid Protest -Award -Post Notice of Award Requirements -Failure to Execute -Modification of Commencement of Work -Public Records -Conformed Project Manual -Definitions
002600	Procurement Substitution Request Form
002613	Indemnity and Release Agreement

003119 Existing Condition Information
003126 Existing Hazardous Materials Information - NONE
004113 Bid Form (Stipulated Sum – Single Prime Contract)
004313 Bid Security Forms
004336 Proposed Subcontractors Form
004513 Bidder's Registration and Safety Experience
004519 Non-Collusion Affidavit

CONTRACTING REQUIREMENTS

005050 Notice of Intent to Award for Construction
005100 Notice of Award
005213 Agreement Form – Stipulated Sum
005500 Notice to Proceed
006113.13 Performance Bond Form
006113.16 Payment Bond Form
006400 Affidavit of Release of Liens Form
006536 Warranty Form
006700 Escrow Bid Documents
006800 Escrow Agreement for Security Deposits in Lieu of Retention

CONDITIONS OF THE CONTRACT

007200 General Conditions
-Interpretation of Contract
-Bid Period Investigations and Subcontracting
-Contract Award and Commencement of the Work
-Insurance and Indemnification
-Drawings and Specifications
-Construction by County or by Separate Contractors
-County and Payment
-Control of the Work
-Warranty, Guaranty, and Inspection of Work
-Contractor's Organization and Equipment
-Prosecution and Progress of the Work
-Claims by Contractor
-Legal and Miscellaneous
-Modifications of Contract Documents
-Working Conditions and Prevailing Wages
007300 Supplementary Conditions
007316 Insurance Requirements
007373 Statutory Requirements – Apprenticeship Program
009113 Addenda
009114 Addendum Sample

SPECIFICATIONS

DIVISION 1 - GENERAL REQUIREMENTS

011000 Summary
-Work Covered by Contract Documents
-Bid Alternates and Unit Prices
-Work Under Other Contracts
-Work Sequence
-Work Days and Hours
-Partial Occupancy/Utilization Requirements
-Products Ordered in Advance
-County Furnished Products

012000 Price and Payment Procedures

012200 Unit Prices
012600 Contract Modification Procedures
013150 Project Meetings
013200 Construction Progress Documentation
013300 Submittal Procedures
014100 Regulatory Requirements
014200 References
014500 Quality Control

015000 Temporary Facilities and Controls
015400 Site Security and Safety

015723 Temporary Storm Water Pollution Control

016000 Product Requirements

017300 Execution
017419 Construction Waste Management and Disposal
017700 Closeout Procedures
017839 Project Record Documents
017900 Demonstration and Training
019100 Commissioning

DRAWINGS ATTACHED:

Coastland Drawings CP40024TB Dated 3/18/2025; 9 Sheets total.

Project Specifications CP40024TB Dated 3/18/2025.

Coastland Drawings CP40024TD Dated 3/18/2025; 9 Sheets total.

Project Specifications CP40024TD Dated 3/18/2025

END OF DOCUMENT

DOCUMENT 001116

INVITATION TO BID

1.1 NOTICE. The County of Sonoma ("County") hereby gives notice that it will accept bids for construction of the following Public Work:

COUNTY OF SONOMA

ADA Signalized Intersections Batches 5 & 6

1.2 BID SUBMISSION. County will receive bids no later than 2:00PM on February 17, 2026. The link to the County's Supplier Portal is provided below.

LINK: https://esupplier.sonomacounty.ca.gov/

Bidders must be registered to download bid documents. See registration instructions on the Supplier Portal link above.

Proposers must submit one (1) hard copy bid enclosed in a sealed envelope with the bid event number and bid project name clearly marked on the envelope. Bids must be received no later than the date and time specified. The official time for submission will be determined by the clock displayed on the lobby's monitor. County will reject all Bids received after the specified time. Bids shall be submitted to: Sonoma County Public Infrastructure 400 Aviation Blvd. Ste. 100 Santa Rosa, CA. 95403. Electronic, faxed, and/or emailed submissions will not be accepted. Bidders must submit Bids in accordance with Document 002113 (Instructions to Bidders) for required documents and items to be submitted.

1.3 CONTACT INFORMATION

Mailing address:	Project Manager:
County of Sonoma	Mark Abel
400 Aviation Blvd, Suite 100	
Santa Rosa, CA 95404	Email: Mark.Abel@sonomacounty.gov

1.4 DESCRIPTION AND LOCATION OF THE WORK. The Work consists of construction of County's ADA Signalized Intersections located at four (4) intersections:

1. Arnold Drive at Mission Drive, Sonoma, CA.
2. Arnold Drive at Watmaugh Road, Sonoma, CA.
3. Petaluma Hill Road at Roberts Road, Rohnert Park, CA.
4. Old Redwood Highway at Wikiup Drive, Santa Rosa CA.

The work includes, but is not limited to, the construction of curb ramps, sidewalks, curbs and pedestrian push button devices.

1.5 CONTRACT TIME. Substantial completion shall be within ninety (90) calendar days from the date when work is to commence, as stated in the Notice to Proceed. Final completion shall be within one hundred and four (104) calendar days from the date when work is to commence, as stated in Notice to Proceed.

1.6 REQUIRED CONTRACTOR'S LICENSE(S). A California "A - General Engineering Contractor" or "B-General Building" contractor's license is required to bid this Contract and through the completion of the project. All contractors and subcontractors shall be properly licensed by the Contractor's State Licensing Board and possess the necessary license classifications for the work they perform under this project.

1.7 REGISTRATION PURSUANT TO LABOR CODE SECTION 1723.5 REQUIRED. As of March 1, 2015, all contractors submitting a bid proposal for this project, and any subcontractors listed therein, must be currently registered and qualified to perform Public Work pursuant to Labor Code Section 1725.5. County required proof of current registration by Contractor and all listed subcontractors as a condition to bid on this project, subject only to the allowances of Labor Code Section 1771.1.

1.8 PREVAILING WAGE LAWS. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The successful bidder must comply with all prevailing wage laws applicable to the project, and related requirements contained in the Contract Documents.

A. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are on file at County's Facilities Development and Management Division and are deemed included in the Bidding Documents. Upon request, County will make copies available to any interested party. Contractor shall post the applicable prevailing wage rates at the site, in addition to all other job site notices prescribed by regulation.

1.9 SUBSTITUTION OF SECURITIES. County will permit successful Bidder to substitute securities for retention monies withheld to ensure performance of Contract, as set forth in Document 00680 (Escrow Agreement for Security Deposits in Lieu of Retention), in accordance with California Public Contract Code, Section 22300. By this reference, Document 00680 is incorporated in full in this Document 001116 (Invitation to Bid).

1.10 MANDATORY PRE-BID CONFERENCE AND SITE VISIT. County will conduct a Pre-Bid Conference at 10:00 AM on Tuesday, January 20, 2026, at Arnold and Mission Drive, Sonoma, California, to generally discuss project scope, to consider such matters as bidders may request and for a Site Visit immediately

following, at the Site. Bidders must attend Pre-Bid Conference and Site Visit and sign an Attendance Roster as a condition to bid. The Pre-Bid Conference and Site Visit will last approximately one and one (1) hours. The site visit will only include the two Sonoma intersections, Arnold Drive & Mission Drive and Arnold & Watmaugh Road.

1.11 PROCUREMENT OF BIDDING DOCUMENTS. Bidders may obtain bidding documents by registering at Sonoma County's Supplier Portal, linked above in Section 2, the County's online procurement system. Printed copies will be available for examination at the office of the Facilities Development and Management, 400 Aviation Blvd., Suite 100, Santa Rosa, CA, 95403 and the North Coast Builders Exchange.

1.12 BID PREPARATION COST. Bidders are solely responsible for the cost of preparing their bids.

1.13 RESERVATION OF RIGHTS. County specifically reserves the right, in its sole discretion, to reject any or all Bids, or re-bid, or waive inconsequential deviations from Bid Requirements.

1.14 ESTIMATED BASE BID CONSTRUCTION COST. Not provided.

1.15 PRE-BID QUESTIONS. All questions pertaining to the Bid are to be submitted to the County's Project Manager via email SPI-Capital-Projects@sonomacounty.gov with "Project Number and Project Name – Bid Questions " in the subject line of the email message no later than 5:00 pm Tuesday January 27, 2026. After the deadline no further questions will be accepted. The County will supply responses by 5:00pm, Tuesday, February 10, 2026 through the supplier portal.

END OF DOCUMENT

DOCUMENT 002113

INSTRUCTIONS TO BIDDERS

Bids are requested for a construction contract, or work described in general, as follows:

COUNTY OF SONOMA

TPW ADA Signalized Intersections B5 & B6

1.1 RECEIPT OF BIDS. Refer to Document 001116 (Invitation to Bid), section 1.2, for location, day and time for submittal of bids. County will accept Bids only from Bidders duly licensed in accordance with the California Business & Professions Code and in accordance with section 1.6 of Document 001116 (Invitation to Bid). County will receive Bids no later than 2:00PM on Tuesday, February 17, 2026. The link to the Supplier Portal is: https://esupplier.sonomacounty.ca.gov/. Proposers must submit one (1) hard copy bid enclosed in a sealed envelope with the bid event number and bid project name clearly marked on the envelope. Bids must be received no later than the date and time specified. The official time for submission will be determined by the clock displayed on the lobby's monitor. County will reject all Bids received after the specified time. Bids shall be submitted to: Sonoma County Public Infrastructure 400 Aviation Blvd. Ste. 100 Santa Rosa, CA. 95403. Electronic, faxed, and/or emailed submissions will not be accepted. Bidders must submit Bids in accordance with this Document 002113.

1.2 CONTACT INFORMATION. Refer to Document 001116 (Invitation to Bid), Section 1.3.

1.3 MANDATORY PRE-BID CONFERENCE. County will conduct a Mandatory Pre-Bid Conference at the time and location identified in Section 1.10 of Document 001116 (Invitation to Bid), to generally discuss project scope, to consider such matters as Bidders may request and a Site Visit immediately following at the Site. Bidders must attend Pre-Bid Conference and Site Visit and sign an attendance roster as a condition to bid. The Pre-Bid Conference and Site Visit will last approximately one (1) hour.

The Pre-Bid Site Visit will not provide an opportunity for Bidders to have questions answered but will be merely a showing of the Site and existing conditions. Bidders are encouraged, however, to submit written questions in connection with the Pre-Bid Site Visit. County will transmit to all parties recorded as having received Bidding Documents such addenda as County in its discretion considers necessary in response to written questions. Bidders shall not rely on oral statements. Oral statements will not be binding or legally effective.

County, in its sole discretion, may elect to conduct additional Pre-Bid Conference and Site Visits. Notice of any additional site visits shall be given through addendum to the Bidders.

Bidders can arrange, subject to Project Manager's advance approval of a written workplan, a date and time to investigate conditions or otherwise conduct invasive investigations, explorations, tests, or studies, subject to delivering an executed Document 002613 (Indemnity and Release Agreement) and providing an insurance certificate as described therein by noon of the day prior to the scheduled site visit. Bidders who intend only to observe Site conditions and not conduct such examinations are not required to provide an executed Document 002613 (Indemnity and Release Agreement) or an insurance certificate for the Pre-Bid Site Visit.

1.4 BID SUBMISSION. Bidders must submit one (1) hard copy of the signed and sealed bid may provide one (1) electronic copy stored on a thumb drive as a supplementsealed in an envelope clearly marked Outside the Envelope **FIRM NAME** to the Reception Desk of Sonoma County Public Infrastructure, 400 Aviation Blvd Ste 100, Santa Rosa, CA 95403, no later than 2:00 PM sharp on Tuesday February 17, 2026. The official time for submission will be determined by the clock displayed on the lobby's monitor. Bids submitted after 2:00 PM, as judged by this official clock, will not be accepted. Bids shall be for the total net price including all applicable charges. Bidders shall submit the entire bid book and all other required documents for the bid submission and all documents shall be in a sealed envelope. The bid opening will be conducted in person and opened at 400 Aviation Blvd, Ste 100, Santa Rosa, CA 95403. Bids shall be deemed to include the written responses by the bidder to any questions or requests for information by County made as part of bid evaluation process after submission of bid. Bidder's failure to submit all required documents strictly as required entitles county to reject the bid as non-responsive.

1.5 CONTENTS OF ENVELOPE Bid envelope shall include:

A. Document 004113 (Bid Form – Stipulated Sum - Single-Prime Contract) completed in accordance with Section 1.6 of this Document.
B. Required Bid Security completed in accordance with Section 1.7 of this Document.
C. Document 004336 (Proposed Subcontractors Form) in accordance with Section 1.8 of this Document.
D. Document 004513 (Bidder Registration and Safety Experience Form)
E. Document 004500 (Statement of Qualifications for Construction Work)
F. Document 004519 (Non-Collusion Affidavit).
G. Addendums (If issued)

1.6 REQUIRED BID FORMS. All Bidders must submit bids using, where applicable, documents supplied in this project manual, including without limitation the documents listed above, in accordance with the instructions contained in those documents. County will reject as non-responsive any bid not submitted on the required forms. Bids must be full and complete. Bidders must complete all bid items and supply all information required by bidding documents. County reserves the right in its sole discretion to reject any bid as non-responsive as a result of any error or omission in the bid. Bidders may not modify the bid form or qualify their bids. Bidders must submit clearly and distinctly written bids. Bidders must clearly make any changes in their bids by crossing out original entries, entering new entries, and initialing new entries. County reserves the right to reject any bid not clearly written.

1.7 REQUIRED BID SECURITY. Bidders must submit with their bids a cashier's check, or certified check from a responsible bank in the United States, or a Bidder's Bond executed by an admitted surety insurer. The amount of the security shall be not less than ten percent (10%) of amount of the total bid price, indicated on Document 004113 (Bid Form), payable to "County of Sonoma". All Bidders choosing to submit a Bidder's Bond must submit it on the required form, Document 004313 (Bid Security Forms). County will reject as non-responsive any bid submitted without the necessary Bid Security.

County may retain Bid security of other than the Apparent Low Bidder for a period of sixty (60) days after award or until full execution of the Contract, whichever first occurs. Upon full execution of the Contract,

and upon request by Bidder, County will return to the respective unsuccessful Bidders their Bid securities and Bid Bonds.

1.8 REQUIRED SUBCONTRACTORS LIST. All Bidders must submit with their bids the required information in Document 004336 (Proposed Subcontractors Form) for those subcontractors who will perform any portion of work, including labor, rendering of service, or fabricating and installing a portion of the work, in excess of one half of one percent of total bid. Violation of this requirement may result in bid being deemed non-responsive and not being considered.

1.9 REGISTRATION PURSUANT TO LABOR CODE SECTION 1725.5 REQUIRED. As of March 1, 2015, all Contractors and Subcontractors who will perform any portion of the work must be currently registered and qualified to perform Public Work pursuant to Labor Code Section 1725.5. County required proof of current registration by Bidder and all Subcontractors listed on Document 00430 as a condition to bid on this project, subject only to the allowances of Labor Code Section 1771.1.

1.10 OTHER REQUIREMENTS PRIOR TO BIDDING. Submission of bid signifies Bidder's careful examination of bidding documents and complete understanding of the nature, extent, and location of work to be performed. As a condition to bid, Bidder must complete tasks listed in Document 005213 (Agreement Form), Article 5. Submission of bid shall constitute Bidder's express representation to County that Bidder has fully completed these tasks.

1.11 EXISTING CONDITIONS INFORMATION. Bidders may examine any available existing conditions information (e.g., record documents, specifications, studies, drawings of previous work, geotechnical data) by giving County reasonable advance notice. Document 003119 (Existing Conditions Information) applies to all supplied Existing Conditions information and all other information supplied regarding Existing Conditions either above ground or below ground.

1.12 ADDENDA. Bidders must direct all questions about the meaning or intent of bidding documents to County (to the attention of the Project Manager identified in Document 001116, Invitation to Bid, Section 1.3) in writing. Interpretations or clarifications considered necessary by County in response to such questions will be issued by addenda and posted on the Sonoma County Supplier Portal for all parties recorded by County as having received bidding documents. County may not answer questions received less than seven (7) days prior to the date for opening bids. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

A. Addenda may also be issued to modify Bidding Documents as deemed advisable by County.
B. Addenda shall be acknowledged by number with signature in Document 004113 (Bid Form) and shall be part of Contract Documents. Complete listing of Addenda may be secured from County.

1.13 SUBSTITUTIONS. Bidders must base their bids on products and systems specified in Contract Documents or listed by name in Addenda.

A. Except as provided in Paragraph 1.13.D below, County will consider substitution requests only for "or equal items." Bidders wanting to use "or equal" item(s) must submit Document 002600 (Procurement Substitution Request Form) no later than Twenty One (21) Days prior to submitting their bids. After that date, the County will not accept "or equal" substitution requests. To assess "or equal" acceptability of product or system, submittals of substitutions shall contain the information required in Document 020600 (Procurement Substitution Request Form) and set forth

in Section 016000 (Product Requirements). Insufficient information will be grounds for rejection of substitution. County shall, within a reasonable period of time after having received a Request for Substitution, issue in writing its decision as to whether the proposed substitute item is an Equal item. County's decision shall be conclusive on all Bidders.

B. Approved substitutions shall be listed in Addenda and become part of Contract Documents.
C. Substitutions may be requested after submitting bids and Award of Contract only in accordance with requirements specified in Section 016000 (Product Requirements)
D. As further limitation on Bidder's privilege to substitute items, County has found that certain items are designated as County standards and certain items are designated to match existing items in use on a particular public improvement, either completed or in the course of completion, or are available from only one source. As to such items, County will not permit substitution. County will not permit substitutions for the following items:
    a. Polaris Pedestrian Push Button System.

1.14 WAGE RATES. Copies of the General Prevailing Rates of Per Diem Wages for each craft, classification, or type of worker needed to execute the contract, as determined by Director of the State of California Department of Industrial Relations, are on file at County's Facilities Development and Management Division and are deemed included in the Bidding Documents. Upon request, County will make copies available to any interested party. Contractor shall post the applicable Prevailing Wage Rates at the Site. This information is also available to Contractor at the Department of Industrial Relations' website ().

1.15 EQUAL EMPLOYMENT OPPORTUNITY. Contractor shall comply with all applicable Federal, State, and Local laws, rules, and regulations regarding nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical conditions, disability, or any other reason.

1.16 WITHDRAWAL OF BIDS. Bidders may withdraw their bids at any time prior to the bid opening time fixed in this Document 002113, only by written request for the withdrawal of bid filed with the Purchasing Agent. Bidder or its duly authorized representative shall execute request to withdraw bid. The submission of a bid does not commit County to award a contract for the project, to pay costs incurred in the preparation of a bid, or to procure or contract for any goods or services.

1.17 BID OPENING. County will open all Bidders' bid envelopes promptly following the deadline for receiving bids specified in Document 001116 (Invitation to Bid), Paragraph 1.2, initially evaluate them for responsiveness, and determine an Apparent Low Bidder as specified herein.

1.18 DETERMINATION OF APPARENT LOW BIDDER.

A. County will determine Apparent Low Bidder in accordance with Public Contract Code Section 20103.8(b), taking into account all alternates (if any) included in the Total Bid Price as calculated in Document 004113 (Bid Form). See Section 012300 (Alternates) for a list of all alternates.
B. County reserves the right to add to or deduct from the Contract any of the additive or deductive items after the lowest responsible bidder has been determined following the Contract award.

1.19 BID EVALUATION. County may reject any or all bids and waive any informalities or minor irregularities in the bids. County also reserves the right, in its discretion, to reject any or all bids and to re-bid the project. County reserves the right to reject any or all nonconforming, non-responsive, unbalanced, or

conditional bids, and to reject the bid of any Bidder if County believes that it would not be in the best interest of project to make an award to that Bidder, whether because the bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by County. For purposes of this Paragraph, an "Unbalanced Bid" is one having nominal prices for some bid items and enhanced prices for other bid items.

A. In evaluating bids, County will consider Bidders' qualifications, whether or not the bids comply with the prescribed requirements, unit prices, and other data, as may be requested in Document 004113 (Bid Form) or prior to the Notice of Award.
B. In order to evaluate Bidder's ability to perform and provide the work in accordance with the Contract Documents to County's satisfaction within the prescribed time, County may conduct reasonable investigations and reference checks of Bidder, proposed Subcontractors, suppliers and other persons and organizations as County deems necessary to assist in the evaluation of any bid and to establish Bidder's responsibility, qualifications, financial ability, proposed Subcontractors, suppliers, and other persons and organizations. Submission of a bid constitutes Bidder's consent to the foregoing. County shall have the right to consider information provided by sources other than Bidder. County shall also have the right to communicate directly with Bidder's surety regarding Bidder's Bonds.
C. Discrepancies between the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between written words and figures will be resolved in favor of the words.
D. Quantities stated in the Bidding Documents are approximate only and are subject to correction upon final measurement of the work. Quantities stated in the Bidding Documents are also subject further to the rights reserved by County to increase or diminish the amount of work under any classification as advantages to design or construction needs require.
E. County may determine whether a Bidder is qualified in its sole discretionary judgment.

1.20 BID PROTEST. Any Bid Protest must be submitted in writing to the Director of Public Infrastructure, 400 Aviation Blvd., Suite 100, Santa Rosa, California, before 5:00 p.m., (as determined by the date and time stamp clock in the Facilities Development and Management Division) of the fifth (5th) calendar day following posting of Document 005050 (Notice of Intent to Award for Construction). Document 005050 (Notice of Intent to Award for Construction) will be posted at the Clerk of the Board of Supervisors, County of Sonoma Administration Building, 575 Administration Drive, Room 100A, Santa Rosa, California. County will use reasonable efforts to deliver a copy via email of Document 005050 to all Bidders who submitted bids no later than the business day after issuance, although any delay or failure to do so will not extend the Bid Protest deadline described above.

A. The initial Protest Document must contain a complete statement of the basis for the protest and must demonstrate that the protestor has a direct economic interest in the Bid Award.
B. The protest must refer to the specific portion of the document that forms the basis for the protest.
C. The protest must include the name, address, and telephone number of the person representing the protesting party.
D. The party filing the protest must concurrently transmit a copy of the initial Protest Document and any attached documentation to all other parties with a direct financial interest that may be

adversely affected by the outcome of the protest. Such parties shall include all Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

E. The procedure and time limits set forth in this Paragraph are mandatory and are the sole and exclusive remedy in the event of Bid Protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the Bid Protest, including filing a Government Code Claim or legal proceedings. A party may not rely on a protest submitted by another party but must timely pursue its own protest.

1.21 AWARD. If the contract is to be awarded, it will be awarded to the lowest responsible responsive Bidder. Following completion of all required County Procedures and receipt of all County Approvals, County will issue Document 005100 (Notice of Award) to successful Bidder.

1.22 POST-NOTICE OF AWARD REQUIREMENTS. After Notice of Award, the successful Bidder must execute and submit the following documents as indicated below.

A. Submit the following documents to County by 5:00 p.m. of the fourteenth (14th) calendar day following Notice of Award (Document 005100). Execution of Contract by County depends upon approval of these documents:
   1. Document 005213 (Agreement Form – Stipulated Sum): To be executed by successful Bidder. Submit one (1) electronically signed Agreement Form. – Board Items each bearing an original signature on the signature page and initials on each page.
   2. Document 006113.13 (Performance Bond Form): To be executed by successful Bidder and surety, in the amount set forth in Document 006113.13 (Performance Bond Form). Submit one original.
   3. Document 0062113.16 (Payment Bond Form): To be executed by successful Bidder and surety, in the amount set forth in Document 0062113.16 (Payment Bond Form). Submit one original.
   4. Insurance certificates and endorsements required by Document 007200 (General Conditions) Article 4. Submit one original set.
   5. Document 006536 (Warranty Form). To be executed by successful Bidder. Submit one original, bearing an original signature. One complete set of documentary information received or generated by successful Bidder in preparation of Bid prices for its Bid, as set forth in Document 006700(Escrow Bid Documents).
      a) County shall have the right to communicate directly with Apparent Low Bidder's proposed performance bond surety, to confirm the Performance Bond. County may elect to extend the time to receive faithful performance and labor and material payment bonds.
      b) Successful Bidder's failure to submit the documents required herein, in a proper and timely manner, entitles County to rescind its award, and to cause Bidder's bid security to be forfeited as provided herein.

1.23 FAILURE TO EXECUTE AND DELIVER DOCUMENTS. If Bidder to whom contract is awarded shall, within the period described in Paragraph 1.22.A of this Document 002113 fail or neglect to execute and deliver all required Contract Documents and file all required bonds, insurance certificates, and other documents, County may, in its sole discretion, foreclose on Bidder's surety bond, or deposit Bidder's Cashier's Check or Certified Check for collection, and retain the proceeds thereof as liquidated damages for Bidder's failure to enter into the contract. Bidder agrees that calculating the damages County may suffer as a result of Bidder's failure to execute and deliver all required Contract Documents would be

extremely difficult and impractical and that the amount of Bidder's required bid security shall be the agreed and presumed amount of County's damages. In addition, upon such failure, County may determine the next Apparent Low Bidder and proceed accordingly.

1.24 MODIFICATION OF COMMENCEMENT OF WORK. County expressly reserves the right to modify the commencement date in the Notice to Proceed under the contract and to independently perform and complete work related to the project. To the fullest extent permitted by law, County accepts no responsibility to Contractor for damages attributed to County's need to complete additional work at the Site.

1.25 PUBLIC RECORDS ACT REQUESTS.

A. Per the Public Records Act, County will make available to the public all correspondence and written questions submitted during the bid period, all bid submissions opened in accordance with the procedures of this Document 002113 and all subsequent bid evaluation information. Except as otherwise required by law, County will not disclose trade secrets or proprietary financial information submitted that has been designated confidential by Bidder. Any such trade secrets or proprietary financial information that a Bidder believes should be exempted from disclosure shall be specifically identified and marked as such. Blanket type identification by designating whole pages or sections shall not be permitted and shall be invalid. The specific information must be clearly identified as such.
B. Upon a request for records regarding this bid, County will notify Bidder involved within ten (10) days from receipt of the request of a specific time when the records will be made available for inspection. If the Bidder timely identifies any "proprietary, trade secret, or confidential commercial or financial" information that Bidder determines is not subject to public disclosure, and requests County to refuse to comply with the records request, Bidder shall take all appropriate legal action and defend County's refusal to produce the information in all forums; otherwise, County will make such information available to the extent required by applicable law, without restriction.
C. Information disclosed in the bid and attendant submissions are the property of County unless Bidder makes specific reference to data that is considered proprietary. Subject to the requirements in the Public Records Act, reasonable efforts will be made to prevent the disclosure of information except on a need-to-know basis during the evaluation process.

1.26 CONFORMED PROJECT MANUAL AND CONSTRUCTION DRAWINGS. Following award of contract, County may prepare a conformed Project Manual reflecting Addenda issued during bidding, which will, failing objection, constitute the approved Project Manual.

1.27 DEFINITIONS. All abbreviations and definitions of terms used in this Document 002113are set forth in Document 007200 (General Conditions) and Section 014200 (References).

END OF DOCUMENT

DOCUMENT 002600

PROCUREMENT SUBSTITUTION REQUEST FORM

To: Mark Abel, County of Sonoma

Email: mark.abel@sonomacounty.gov

Project: ADA Signalized Intersections Batches 5 & 6.

Contractor:

Subcontractor/Supplier:

Drawing Sheet Reference/Detail No:

Specification Section:

The undersigned Bidder submits for consideration the following equipment instead of the specified item for the above Project:

Section Paragraph Specified Item

Proposed Substitution:

The undersigned encloses the information required herein. If this Document 002600 is being submitted by a Bidder wishing to use "equal" item(s) as provided in Document 001116 (Instructions to Bidders), the undersigned Bidder must also enclose the technical information (other than cost) otherwise required for a post-Award of Contract Request for Substitution ("RFS") under Section 016000 (Product Requirements). However, if this Document 002600 is being submitted under provisions of Contract Documents after Award of Contract, the undersigned Contractor must include all information (including cost) required under Section 016000 (Product Requirements).

The undersigned has (a) attached manufacturer's literature, including complete technical data and laboratory test results, if applicable, (b) attached an explanation of why proposed substitution is a true equivalent to specified item, (c) included complete information on changes to Contract Documents that the proposed substitution will require for its proper installation, and (d) filled in the blanks below:

A. Does the substitution affect dimensions shown on Drawings?

_____

B. Are the manufacturer's guarantees and warranties on the proposed substitution items identical to those on the specified items? If there are differences, please specify each and every difference in detail.

_____

C. What effect does the substitution have on other contractors, trades, or suppliers?

_____

D. What are the differences between the proposed substitution and the specified item? If proposed substitution has a color or pattern, provide a color board showing proposed substitution in relation to the other adjacent colors and patterns.

_____

E. Will granting the requested substitution cause any schedule delay? (If yes, please explain)

_____

The undersigned Bidder certifies that the function, appearance, and quality of the proposed substitution are equivalent or superior to those of the specified item.

Submitted by:

Bidder/ Contractor: **Name:**

Signature: **Date:**

Address: **City/State/Zip:**

Telephone:

For Use by County:

Accepted____. Not Accepted____. Accepted as noted.____. Received too late.____.

By: _____

Project Manager's Supervisor **Date:**

Remarks:

END OF DOCUMENT

DOCUMENT 002613

INDEMNITY AND RELEASE AGREEMENT

Dated _____

POTENTIAL BIDDER: _____

COUNTY: County of Sonoma

SITE: _____

PROJECT: TPW ADA Signalized Intersections B5 & B6

In consideration of the above-referenced County's permitting the undersigned potential bidder ("Bidder") to have access to, and to conduct investigations, tests and/or inspections on, the Site, Bidder hereby agrees as follows:

1. To the greatest extent permitted by law, Bidder hereby releases, and shall defend, indemnify and hold harmless County, and its officers, employees, consultants, representatives, and agents, and all other parties having any other interest in the Site, against any claim or liability, including attorney's fees, arising from or relating to any Site-related access, investigation, test, inspection and/or other activity conducted by Bidder or any of Bidder's officers, employees, consultants, representatives, and/or agents, regardless of whether claim or liability is caused in part by the negligence of County or by any released and indemnified party.
2. Bidder hereby waives the provisions of California Civil Code Section 1542 which provides as follows:
   A. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him, must have materially affected his settlement with the debtor.
3. Bidder shall repair any damage to the Site or adjacent property resulting from activities authorized hereunder, and comply with and be subject to all other requirements and obligations described or referenced in Document 003119 (Existing Conditions Information).
4. Attached hereto (or to be delivered separately before Bidder's visit to the Site) is a certificate for comprehensive general liability insurance satisfying the requirements of Document 007200 (General Conditions).
5. Although this Indemnity and Release Agreement is not a Contract Document (see Document 005213 [Agreement]), it shall be fully effective and binding regardless of whether Bidder submits a Bid for the Project, is awarded a contract for the Project, or otherwise.

_____
Name of Bidder

Signature _____ Signature _____

Title: _____ Title: _____

DOCUMENT 003119

EXISTING CONDITION INFORMATION

1.1 SUMMARY

This Document 003119 sets forth the terms and conditions under which Bidder may review, study, use, or rely upon existing conditions information, including geotechnical data if applicable, concerning existing conditions at or contiguous to the Site. This Document 00311900001, the available geotechnical data, and the supplied existing conditions information are not Contract Documents.

1.2 REPORTS AND INFORMATION

A. Existence of Reports. County, its consultants, and prior contractors may have collected documents providing a general description of the Site and conditions of the Work. These documents may consist of geotechnical reports for and around the Site, contracts, contract specifications, tenant improvement contracts, as-built drawings, utility drawings, and information regarding Underground Facilities. These reports, documents and other information are not part of the Contract Documents.

B. Inspection of Reports. Bidders may inspect reports and information regarding existing conditions available at the Facilities Development and Management Division, and may obtain copies upon Bidder's payment for the costs of reproduction and handling. These reports, documents and other information, are not part of the Contract Documents. Nevertheless, by submitting a Bid, Bidder accepts full responsibility for reviewing, knowing and understanding the contents of all of these materials.

C. Inclusion in Project Manual. Geotechnical reports and information regarding existing conditions may also be included in the Project Manual, but neither shall be considered part of the Contract Documents.

D. Existing Conditions Information. The following geotechnical reports and data, and information regarding existing conditions and Underground Facilities at or contiguous to the Site, are available for review through County:

List available reports. List "none" if none.

1.3 USE OF INFORMATION ON EXISTING CONDITIONS

A. Aboveground Existing Conditions. Under no circumstances shall County be deemed to make a warranty or representation of existing aboveground conditions, as-built conditions, or other aboveground actual conditions verifiable by reasonable independent investigation. These conditions are verifiable by Bidder by the performance of its own independent investigation that Bidder must perform prior to bidding and Bidder must not rely on the information supplied by County regarding existing conditions. Bidder represents and agrees that in submitting its Bid, it is not relying on any information regarding existing conditions supplied by County.

B. Underground Facilities. Information supplied regarding existing Underground Facilities at or contiguous to the Site is based on information furnished to County by others (e.g., the builders of such Underground Facilities or others). Except as expressly set forth in this Document 003119, County does not assume responsibility for the accuracy, completeness or thoroughness of this information, and Bidder is solely responsible for any interpretation or conclusion drawn from this information. Except as expressly set forth in this Document 003119, County will be responsible only for the general accuracy of information regarding Underground Facilities, and only for those Underground Facilities that are owned by County. This express assumption of responsibility applies only if Bidder has conducted the independent investigation required of it and discrepancies were not apparent.

1.4 LIMITED RELIANCE PERMITTED ON CERTAIN INFORMATION

A. Geotechnical Data. Except as expressly set forth in this Document 003119, County does not warrant, and makes no representation regarding, the accuracy or thoroughness of any geotechnical data. Bidder represents and agrees that in submitting its Bid, it is not relying on any geotechnical data supplied by County, except as specifically set forth herein.

B. Technical Data. Bidder may rely upon the general accuracy of the "technical data" contained in the geotechnical reports and existing conditions information identified above, but only insofar as it relates to subsurface conditions, provided Bidder has conducted the independent investigation required of it and discrepancies were not apparent. The term "technical data" in the referenced reports and drawings shall be limited as follows:
    1. The term "technical data" shall include actual reported depths, reported quantities, reported soil types, reported soil conditions, and reported material, equipment, or structures that were encountered during subsurface exploration.
    2. The term "technical data" does not include, and Bidder may not rely upon, any other data, interpretations, opinions or information shown or indicated in such drawings or reports that otherwise relate to subsurface conditions or described structures.
    3. The term "technical data" shall not include the location of Underground Facilities.
    4. Bidder may not rely on the completeness of reports and drawings for the purposes of bidding or construction. Bidder may rely upon the general accuracy of the "technical data" contained in such reports or drawings.
    5. Bidder is solely responsible for any interpretation or conclusion drawn from any "technical data" or any other data, interpretations, opinions, or information contained in supplied existing conditions information.

1.5 INVESTIGATIONS

A. Before submitting a Bid, each Bidder shall be responsible to obtain such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise, which may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of Contract Documents. Bidders shall advise

County in writing as limited by Section 1.11 of Document 002113 (Instructions to Bidders) of any questions, suppositions, inferences or deductions Bidders may have for County's review and response.

B. County has provided time in the period prior to bidding for Bidder to perform these investigations.

C. Notwithstanding the foregoing, hazardous materials investigations shall only be conducted by County as provided in Document 003126 (Existing Hazardous Materials Information).

END OF DOCUMENT

DOCUMENT 003126

EXISTING HAZARDOUS MATERIALS INFORMATION

1.1 SUMMARY

This Document describes certain hazardous material surveys and use of data therein.

1.2 REPORTS AND INFORMATION

A. County, its consultants, contractors, and tenants have prepared documents providing a general description of the Site and locations of hazardous materials subject to the Work. These documents consist of surveys included in or with this Project Manual, or made available for review and copying. The surveys are the following:
[Name of Survey]
B. Bidders may inspect such surveys at the Facilities Development and Management Division, and copies may be obtained at cost of reproduction and handling upon Bidder's payment for the costs. These surveys are not part of the Contract Documents.

1.3 USE OF DATA AND INFORMATION

A. Data and information regarding the locations of hazardous materials are not part of Contract Documents. Bidders may rely on this data and information for general accuracy regarding the locations of potentially hazardous materials subject of the Work.
B. County does not warrant and makes no representation regarding the completeness or thoroughness of any data or information regarding existing conditions or hazardous materials, including, but not limited to, quantities, characteristics, volumes, or associated structural features. Bidder represents and agrees that in submitting a Bid it is not relying on any such data, information or deductions.

1.4 INVESTIGATIONS

A. Before submitting a Bid, each Bidder shall be responsible for requesting County to obtain such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning hazardous materials matters. Bidders must provide County with sufficiently advance notice for County to determine whether the examination, etc. is warranted and, if so, to perform the examination, etc. Such examinations, etc. shall be performed only by County or its consultants; Bidders shall not perform them.
B. County has provided time in the period prior to bidding to perform these investigations.
C. Any County decision taken in good faith regarding these matters shall be conclusive and binding.

END OF DOCUMENT

DOCUMENT 004113

BID FORM (Stipulated Sum – Single Prime Contract)

To be submitted by the time and date specified in Document 001116 (Invitation to Bid), Section 1.2.

TO THE COUNTY OF SONOMA

THIS BID IS SUBMITTED BY:

_____

(Firm/Company Name)

Re: TPW ADA Signalized Intersections Batches 5 & 6.

1. The undersigned Bidder proposes and agrees, if this bid is accepted, to enter into an agreement with the County of Sonoma, a political subdivision of the State of California ("County"), in the form included in the Contract Documents, Document 005213 (Agreement Form – Stipulated-Sum), to perform and furnish all work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this bid and in accordance with all other terms and conditions of the Contract Documents.

2. Bidder accepts all of the terms and conditions of the Contract Documents, Document 001116 (Invitation to Bid), and Document 002113 (Instructions to Bidders), including, without limitation, those dealing with the disposition of Bid Security. This bid will remain subject to acceptance for 90 Days after the day of Bid Opening.

3. In submitting this bid, Bidder represents:

a) Bidder has examined all of the Contract Documents and the following Addenda (receipt of all of which is hereby acknowledged).

Addendum Number	Addendum Date	Signature of Bidder

b) Bidder has visited the Site and performed all tasks, research, investigation, reviews, examinations, and analysis and given notices, regarding the Project and the Site, as set forth in Document 005213 (Agreement Form – Stipulated-Sum), Article 5.

c) Bidder has given County prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and as-built drawings and actual conditions and the written resolution thereof through Addenda issued by County is acceptable to Contractor.

4. Based on the foregoing, Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sums of money listed in the following Schedules:

SCHEDULE OF BID PRICES

All Bid Items, including lump sums and unit prices, must be filled in completely. Bid Items are described in Section 011000 (Summary). Quote in figures only, unless words are specifically requested.

ITEM	DESCRIPTION	TOTAL LUMP SUM
1.*	Base Bid. All four intersections identified in scope of work Section 1.4 Document 001116-7 "Invitation to Bid". This is the basis to determine apparent low bid.	
2.	Alternate 1. Intersection at Arnold Drive & Mission Drive	
3.	Alternate 2. Intersection at Arnold Drive & Watmaugh Road	
4.	Alternate 3. Intersection at Petaluma Hill Road & Roberts Road	
5.	Alternate 4. Intersection at Old Redwood Highway & Wikiup Drive	

Total Bid Price $

*Basis to determine apparent low bid.

Total Bid Price: _____

(Words)

SCHEDULE OF UNIT PRICES

The following Unit Prices shall apply to Work covered by unit prices, regardless of quantity. By submitting a Bid, Bidder acknowledges that these unit prices shall remain fixed throughout performance of the Contract, regardless of any incremental cost differentials resulting from variances in any quantity estimates or increased or decreased economies of scale.

ITEM	DESCRIPTION	UNIT OF MEASURE	ITEM PRICE PER UNIT OF MEASURE (IN FIGURES)
1.			$
2.			$

3.			$

5. Subcontractors for work included in all Bid Items are listed on the attached Document 004366 (Proposed Subcontractors Form).

6. The undersigned Bidder understands that County reserves the right to reject this bid.

7. If written notice of the acceptance of this bid, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Bidder within the time described in Section 2 of this Document 004113 or at any other time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver the documents required by Document 002113 (Instructions to Bidders) within the times specified therein.

8. Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below.

9. The undersigned Bidder herewith encloses either a cashier's check, or certified check from a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do surety business in the State of California, in form specified in Document 00200 (Instructions to Bidders), in the amount of ten percent (10%) of the Total Bid Price contained above and made payable to "County of Sonoma."

10. The undersigned Bidder agrees to commence work under the Contract Documents on the date to be established in Document 005500 (Notice to Proceed) and to complete all work within the time specified in Document 005213 (Agreement Form). The undersigned Bidder acknowledges that County has reserved the right to delay or modify the commencement date after issuance of Document 005500 (Notice to Proceed). The undersigned Bidder further acknowledges County has reserved the right to perform independent work at the Site, the extent of such work may not be determined until after the opening of the bids, and that the undersigned Bidder will be required to cooperate with such other work in accordance with the requirements of the Contract Documents.

11. The undersigned Bidder agrees that, in accordance with Document 007200 (General Conditions), liquidated damages for failure to complete all Work in the Contract within the time specified in Document 005213 (Agreement Form) shall be as set forth in Document 005213 (Agreement Form).

12. **IMPORTANT NOTICE**: If Bidder or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof; if a partnership, give name of the firm and names of all individual copartners composing the firm; if Bidder or other interested person is an individual, give first and last names in full.

NAME OF BIDDER:

licensed in accordance with an act for the registration of Contractors, and with License Number:

#_____ Expiration: _____.

_____ _____

Where incorporated, if applicable _____

_____
Principals

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

_____
Signature of Bidder

NOTE: If Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address: _____

_____

_____

Contractor's Authorized Representative(s), (name, title): _____

_____

Officers authorized to sign Contracts: _____

_____

Telephone Number(s): _____

Date of Bid: _____

END OF DOCUMENT

DOCUMENT 004313

BID SECURITY FORMS

Know all by these presents:

That the undersigned _____ [Name of Contractor] as Principal and the undersigned as Surety are held and firmly bound unto the County of Sonoma, a political subdivision of the State of California ("County"), as obligee, in the penal sum of _____ Dollars ($_____) lawful money of the United States of America being ten percent (10%) of the aggregate amount of said Principal _____'s Total Bid Price (as identified in Principal's Bid), for the payment of which, well and truly to be made, we bind ourselves, our successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

Whereas, the said Principal is submitting a bid for County of Sonoma, [Name of Project].

The condition of this obligation is such that if the Bid submitted by the said Principal be accepted and the Contract be awarded to said Principal and said Principal shall within the required periods enter into the Contract so awarded and provide the required Construction Performance Bond, Construction Labor and Material Payment Bond, insurance certificates, and all other endorsements, forms, and documents required under Document 002113 (Instructions to Bidders), then this obligation shall be void, otherwise to remain in full force and effect.

In witness whereof, the above bound parties have executed this instrument this _____ day of

_____, 20_____.

(Corporate Seal)

By _____
Principal

_____
Surety

(Corporate Seal)

By _____
Attorney in Fact

END OF DOCUMENT

DOCUMENT 004336

PROPOSED SUBCONTRACTORS FORM

Bidder submits the following information as to the subcontractors Bidder intends to employ if awarded the Contract.

Name of Bidder: _____

Full Name of Subcontractor and Location (City & State) of Mill or Shop	Subcontractor DIR	Description of Work	Subcontractor's License No.*

(Bidder to attach additional sheets if necessary)

*Subcontractor license number can be submitted up to twenty-four (24) hours after the bid opening.

END OF DOCUMENT

DOCUMENT 004513

BIDDER REGISTRATION AND SAFETY EXPERIENCE FORM

INSTRUCTIONS

INDEPENDENT CONTRACTOR REGISTRATION

Contractor's License # _____

Date: _____ Fed I.D. # _____

Full Corporate Name of Company:

_____

Street Address: _____

_____

Mailing Address: _____

_____

Phone: _____ Fax: _____

Name of Principal Contact: _____

Type of Business: _____ Sole Proprietor _____ Partnership

_____ Non-Profit 501 C3 _____ Corporation

_____ other (please explain: _____)

SENATE BILL 854 COMPLIANCE

The California Legislature imposed a new registration requirement for contractors and subcontractors involved in public works projects. Senate Bill 854, passed in June, created a registration program, which went into effect on July 1, 2014 to fund the Department of Industrial Relations' monitoring and enforcement of prevailing wage laws.

Contractors and subcontractors wishing to work on a public works project must be registered by March 1, 2015. The bill also requires public agencies to include notice of the registration requirement in their bid invitations and bid documents.

Contractor's Public Works Contractor Registration (PWCR) Affidavit # _____

Classification or Type of Worker (Carpenter, Plumber, etc.) that will be employed by the Contractor(s):

_____

_____

Listing of Sub Contractors

CONTRACTOR LIC #	DIR #	CONTRACTOR	CLASSIFICATION OF WORKERS

Once registration becomes mandatory early next year, contractors will also be subject to penalties for bidding or working on public works without being registered with DIR. However, contractors will not be in violation for working on a private job that is later determined to be public work.

Contractors and subcontractors on all public works projects will be required to submit certified payroll records to the Labor Commissioner unless excused from this requirement, which will be phased in, according to the DIR, as follows:

- Will apply immediately to projects that have already been under CMU monitoring

- Will apply to new projects awarded on or after April 1, 2015
- May apply to other projects as determined by the Labor Commissioner
- Will apply to all projects, new or ongoing, on and after Jan. 1, 2016

Public agencies can replace an unregistered contractor or subcontractor with one who is registered, but contracts with unregistered contractors or subcontractors are not void as pertaining to past work.

INSURANCE

Workers' Compensation:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

General Liability:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: $ _____

A.M. Best Rating: _____

Automobile Liability:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: $ _____

A.M. Best Rating: _____

SAFETY EXPERIENCE

The following statements as to safety experience of Bidder are submitted with Bid, as part thereof, and Bidder guarantees the truthfulness and accuracy of the information.

1. List Bidder's Interstate Experience Modification Rate for the last three years.

2022: _____

2023: _____

2024: _____

2. Use Bidder's last year's Cal/OSHA 300 log to fill in the following:

a. Number of lost workday cases _____

b. Number of medical treatment cases _____

c. Number of fatalities _____

3. Employee hours worked last year _____

4. State the name of Bidder's safety engineer/manager or Site Safety Officer:

_____

Attach a resume or outline of this individual's safety and health qualifications and experience.

BIDDER CERTIFIES, UNDER PENALTY OF PERJURY, THAT THE FOREGOING INFORMATION IS CURRENT AND ACCURATE AND AUTHORIZES THE County of Sonoma, AND ITS AGENTS AND REPRESENTATIVES TO OBTAIN A CREDIT REPORT AND/OR VERIFY ANY OF THE ABOVE INFORMATION.

SIGNATURE _____

DATE _____

END OF DOCUMENT

DOCUMENT 004519

NON-COLLUSION AFFIDAVIT

Public Contract Code §7106

NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

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

[Office of Declarant] [Name of Bidder]

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date] at _____ [city], _____ [state].

_____

Name of Declarant (Please Print)

_____

Signature of Declarant

END OF DOCUMENT

DOCUMENT 005050

NOTICE OF INTENT TO AWARD CONTRACT

COUNTY BID NO.: SC001-000000XXXX
PROJECT NO.: CP40024TB & CP40024TD

PROJECT TITLE: **TPW ADA Signalized Intersections B5 & B6**
APPARENT LOWEST BASE BID VALUE:

The County of Sonoma Department of Public Infrastructure intends to award the above referenced project to:

Any Bid Protest regarding the award decision must be submitted in writing to the Department of Public Infrastructure, 400 Aviation Blvd., Suite 100, Santa Rosa, CA 95403, before 5:00PM (as determined by the clock in the reception area of the Public Infrastructure office) of the fifth (5th) business day following the posting of this Notice of Intent to Award at the Office of the Sonoma County Purchasing Division or the offices of the Sonoma County Board of Supervisors.

COUNTY OF SONOMA,
A Political Subdivision of the State of California

Signed: _____ Date:

Johannes J. Hoevertsz, Director

Department of Public Infrastructure

END OF DOCUMENT

DOCUMENT 005100

NOTICE OF AWARD

DATED: [Date of Award]

TO: [Name of Contractor]

ADDRESS: [Address of Contractor]

CONTRACT NO.: [Contract #]

CONTRACT FOR: [Contract #]

The Contract Sum of your contract is [Dollar Amount in Words] Dollars ($[$]). Work awarded includes: Base bid + alternate numbers as identified in Document 004113 (Bid Form) and described in Section 011000 (Summary) of the Contract Documents.

Copies of the proposed contract documents listed below accompany this Notice of Award.

You must comply with the following conditions by 5:00 p.m. of the 14th day following the date of this Notice of Award, that is, by [Date].

Deliver to County one (1) electronically signed copy of Document 005213 (Agreement Form - Stipulated Sum).

Deliver to County one (1) original of Document 006113.13 (Performance Bond Form), executed by you and your surety.

Deliver to County one (1) original of Document 006113.16 (Payment Bond Form), executed by you and your surety.

Deliver to County one (1) original set of the insurance certificates with endorsements required under Document 007200 (General Conditions).

Deliver to County one executed (1) original copy of Document 006536 (Warranty Form).

Failure to comply with these conditions within the time specified will entitle County to consider your bid abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited.

After you comply with the conditions of this Document 005100, County will return to you one (1) fully electronically signed Document 005213 (Agreement Form - Stipulated Sum) and forward an electronic copy of the Project Manual (including Specifications and Drawings).

Before you may start any work at the site, you must attend a Preconstruction Conference. The Preconstruction Conference will be arranged through County's representative. Questions regarding bonds and insurance may be directed to the Contract Specialist at (707) 565-3043. All other inquiries regarding the project should be directed to County representative.

By: _____

Johannes J. Hoevertsz, Director

Department of Public Infrastructure

DOCUMENT 005213

AGREEMENT FORM

This Agreement , dated this [Day] day of [Month], [Year], by and between [Name of Contractor], whose place of business is located at [Address of Contractor] ("Contractor"), and the County of Sonoma, a political subdivision of the State of California ("County"), acting under and by virtue of the authority vested in the County by the laws of the State of California.

Whereas, County, by action of its Board of Supervisors, awarded to Contractor the following Contract:

CONTRACT NUMBER #[#]

TPW ADA Signalized Intersections Batches 5 & 6

Now, therefore, in consideration of the mutual covenants hereinafter set forth, Contractor and County agree as follows:

Article 1. Work

1.1 Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents.

Article 2. Notices to County

2.1 County has designated Mark Abel, Project Manager, to act as County's Representative(s), who will represent County in performing County's duties and responsibilities and exercising County's rights and authorities in Contract Documents. County may change the individual(s) acting as County's Representative(s), or delegate one or more specific functions to one or more specific County's Representatives, including without limitation engineering, architectural, inspection and general administrative functions, at any time with written notice and without liability to Contractor. Each County's Representative is the beneficiary of all Contractor obligations to County, including without limitation, all releases and indemnities.

2.2 All notices or demands to County under the Contract Documents shall be to County's Representative at: 400 Aviation Blvd., Suite 100, Santa Rosa, CA 95403 or to such other person(s) and address(es) as County shall provide to Contractor.

Article 3. Contract Time and Liquidated Damages

Contract Time

3.1 Contract Time commences on the date established in Document 005500 (Notice to Proceed). County reserves the right to modify or alter the Commencement Date of the Work. County may give a Notice to Proceed at any time within 60 Days after the Notice of Award. Contractor shall not do any Work at the Site prior to the date on which the Contract Time commences to run. Contractor shall achieve Substantial Completion of the entire Work within Ninety (90) calendar Days from the date when the Contract Time commences to run as provided in Document 007200 (General Conditions). Contractor shall complete the Work so that a Final Inspection Report can be issued in accordance with Section 017700 (Closeout Procedures) One Hundred four (104) calendar Days from the date when the Contract Time commences to run as provided in Document 007200 (General Conditions).

Liquidated Damages

3.2 County and Contractor recognize that time is of the essence of this Agreement and that County will suffer financial loss (see Paragraph 3.3 below), if all or any part of the Work is not completed within the times specified above, plus any extensions thereof allowed in accordance with the Contract Documents. Consistent with Article 14 of Document 007200 (General Conditions), Contractor and County agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of actual damages incurred by County because of a delay in completion of all or any part of the Work. Accordingly, County and Contractor agree that as liquidated damages for delay Contractor shall pay County:

3.2.1 Five Hundred Dollars ($500) for each Day that expires after the time specified herein for Contractor to achieve Substantial Completion of the entire Work, until achieved.

3.22 Five Hundred Dollars ($500) for each Day that expires after the time specified herein for Contractor to achieve Final Inspection Report of the entire Work, until achieved.

These measures of liquidated damages shall apply cumulatively and except as provided below, shall be presumed to be the damages suffered by County resulting from delay in completion of the Work.

3.3 Liquidated damages for delay shall only cover project administrative (such as Project management and consultant expenses) and cost damages suffered by County as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from County (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof.

Article 4. Contract Sum

4.1 County shall pay Contractor the Contract Sum for completion of Work in accordance with Contract Documents as follows:

_____

TOTAL CONTRACT SUM

Article 5. Contractor's Representations

In order to induce County to enter into this Agreement, Contractor makes the following representations and warranties:

5.1 Contractor has visited the Site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions, and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.

5.2 Contractor has examined thoroughly and understood all reports of exploration and tests of subsurface conditions, as-built drawings, drawings, products specifications or reports, available for Bidding purposes, of physical conditions, including Underground Facilities, which are identified in Document 003119 (Existing Condition Information), or which may appear in the Drawings. Contractor accepts the determination set forth in these Documents and Document 007200 (General Conditions) of the limited extent of the information contained in such materials upon which Contractor may be entitled to rely. Contractor agrees that, except for the information so identified, Contractor does not and shall not rely on any other information contained in such reports and drawings.

5.3 Contractor has conducted or obtained and has understood all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Section 5.2 of this Document 005213) that pertain to the subsurface conditions, as-built conditions, Underground Facilities and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance or furnishing of Work, as Contractor considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Document 007200 (General Conditions); and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.

5.4 Contractor has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

5.5 Contractor has given County prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and as-built drawings and actual conditions and the written resolution thereof through Addenda issued by County is acceptable to Contractor.

5.6 Contractor is duly organized, existing and in good standing under applicable state law, and is duly qualified to conduct business in the State of California.

5.7 Contractor has duly authorized the execution, delivery and performance of this Agreement, the other Contract Documents and the Work to be performed herein. The Contract Documents do not violate or create a default under any instrument, agreement, order or decree binding on Contractor.

5.8 Contractor has listed the following Subcontractors pursuant to the Subcontractor Listing Law, California Public Contract Code §4100 et seq.:

Name of Subcontractor and location of Mill or Shop	Description of Work: Reference to Bid Items	Subcontractor's License No.

5.9 Contractor has designated [Project Manager Name], Project Manager, to act as Contractor's Representative(s), who will represent Contractor in performing Contractor's duties and responsibilities and exercising Contractor's rights and authorities in Contract Documents. Contractor has also designated [Superintendent Name], Superintendent, to act as Contractor's Superintendent. Contractor may change the individual(s) acting as Contractor's Representative(s), or delegate one or more specific functions to one or more specific Contractor's Representatives, at any time upon prior written notice and approval and without liability to County, but Contractor is limited to two representatives.

Article 6. Contract Documents

6.1 Contract Documents consist of the following documents, including all changes, Addenda, and modifications thereto:

Document 005100	Notice of Award
Document 005213	Agreement Form
Document 005500	Notice to Proceed
Document 006113.13	Performance Bond Form
Document 006113.16	Payment Bond Form
Document 006400	Affidavit of Release of Liens Form
Document 006536	Warranty Form
Document 006700	Escrow Bid Documents (Optional)
Document 006800	Escrow Agreement for Security Deposits in Lieu of Retention
Document 007200	General Conditions
Document 007300	Supplementary Conditions
Document 007316	Insurance Requirements
Document 007373	Statutory Requirements - Apprenticeship Program
Document 009100	Addenda
Specifications	Divisions as listed in the Table of Contents

Drawings listed in Drawing No. [Drawing Index #]

6.2 There are no Contract Documents other than those listed in this Document 005213, Article 6. Document 003119 (Existing Condition Information), Document 003126 (Existing Hazardous Materials Information), and the information supplied through these documents, are not Contract Documents. The Contract Documents may only be amended, modified or supplemented as provided in Document 007200 (General Conditions).

Article 7. Miscellaneous

7.1 Terms and abbreviations used in this Agreement are defined in Document 007200 (General **Conditions) and Section 014200 (References) and will have the meaning indicated therein.**

7.2 It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of County or acting as an employee, agent, or representative of County, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of the County is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.

7.3 Contractor shall not assign any portion of the Contract Documents, and may subcontract portions of the Contract Documents only in compliance with the Subcontractor Listing Law, California Public Contract Code §4100 et seq.

7.4 The Contract Sum includes all allowances (if any).

7.5 In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time County tenders final payment to Contractor, without further acknowledgment by the parties.

7.6 Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at the Facilities Development and Management Division, and shall be made available to any interested party on request. Pursuant to Section 1861 of the Labor Code, Contractor represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.

7.7 Should any part, term or provision of this Agreement or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if

such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).

7.8 This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Sonoma, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in Sonoma County. Both parties hereby waive their rights under California Code of Civil Procedure Section 394 to file a motion to transfer any action or proceeding arising out of the Contract Documents to another venue.

7.9 Contractor accepts the claims procedure established by Article 12 of Document 007200 (General Conditions), as established under Section 930.2 of the California Government Code.

In witness whereof, the parties have executed this Agreement in duplicate the day and year first above written.

END OF DOCUMENT

DOCUMENT 005500

NOTICE TO PROCEED

DATED:

TO: [Name of Contractor]

ADDRESS: [Contractor's Mailing Address]

CONTRACT FOR: [Contract #]

NAME OF PROJECT

You are notified that the Contract Time under the above Contract will commence to run on [Day] [Month], [Year] (Commencement Date). On that date, you are to start performing your obligations with respect to Work at the Site under the Contract Documents. In accordance with Article 3 of Document 005213 (Agreement Form), the date of Substantial Completion is [Date], and the date of Final Completion is [Date].

Before you may start any Work at the Site, you must:

1. Submit certified Safety Program and related information, Section 015400 (Site Security and Safety).

2. Submit copies of applicable permits, Section 011000 (Summary).

3. Submit approved fire protection plan, if applicable, Section 015400 (Site Security and Safety).

4. Submit copy of Storm Water Pollution Prevention Plan (SWPPP), if applicable, Section 011000 (Summary)

County of Sonoma,

A Political Subdivision of the State of California

By:_____

Johannes J. Hoevertsz, Director

Department of Public Infrastructure

DOCUMENT 006113.13

PERFORMANCE BOND FORM

THIS CONSTRUCTION PERFORMANCE BOND ("Bond") is dated [Enter Date], is in the penal sum of [Enter Amount] [which is one hundred percent of the Contract Sum], and is entered into by and between the parties listed below to ensure the faithful performance of the Construction Contract listed below. This Bond consists of this page and the Bond Terms and Conditions, Paragraphs 1 through 12, attached to this page. Any singular reference to [Insert Name of Contractor] ("Contractor"), [Insert Name of Surety] ("Surety"), County of Sonoma, a Political Subdivision of the State of California ("County") or other party shall be considered plural where applicable.

CONTRACTOR:	SURETY:
_____	_____
Name	Name
_____	_____
Address	Principal Place of Business
_____	_____
City/State/Zip	City/State/Zip

CONSTRUCTION CONTRACT:

[Name of Project]

CONTRACT NUMBER #[#]

at [Address of Project Location], California;

DATED _____, 20____, in the Amount of $_____ (the "Penal Sum")

CONTRACTOR AS PRINCIPAL	SURETY
Company: (Corp. Seal)	Company: (Corp. Seal)
Signature: _____	Signature: _____
Name and Title: _____	Name and Title: _____

BOND TERMS AND CONDITIONS

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to County for the complete and proper performance of the Construction Contract, which is incorporated herein by reference.

2. If Contractor completely and properly performs all of its obligations under the Construction Contract, Surety and Contractor shall have no obligation under this Bond.

3. If there is no County Default, Surety's obligation under this Bond shall arise after:

3.1 County has declared a Contractor Default under the Construction Contract pursuant to the terms of the Construction Contract; and

3.2 County has agreed to pay the Balance of the Contract Sum:

3.2.1 To Surety in accordance with the terms of this Bond and the Construction Contract; or

3.2.2 To a contractor selected to perform the Construction Contract in accordance with the terms of this Bond and the Construction Contract.

4. When County has satisfied the conditions of Paragraph 3, Surety shall promptly (within 30 Days) and at Surety's expense elect to take one of the following actions:

4.1 Arrange for Contractor, with consent of County, to perform and complete the Construction Contract (but County may withhold consent, in which case the Surety must elect an option described in Paragraphs 4.2, 4.3 or 4.4, below); or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; provided, that Surety may not select Contractor as its agent or independent contractor without County's consent; or

4.3 Undertake to perform and complete the Construction Contract by obtaining bids from qualified contractors acceptable to County for a contract for performance and

completion of the Construction Contract and, upon determination by County of the lowest responsive and responsible Bidder, arrange for a contract to be prepared for execution by County and the contractor selected with County's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract; and, if Surety's obligations defined in Paragraph 6, below, exceed the Balance of the Contract Sum, then Surety shall pay to County the amount of such excess; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances and, after investigation and consultation with County, determine in good faith its monetary obligation to County under Paragraph 6, below, for the performance and completion of the Construction Contract and, as soon as practicable after the amount is determined, tender payment therefore to County with full explanation of the payment's calculation. If County accepts Surety's tender under this Paragraph 4.4, County may still hold Surety liable for future damages then unknown or unliquidated resulting from Contractor Default. If County disputes the amount of Surety's tender under this Paragraph 4.4, County may exercise all remedies available to it at law to enforce Surety's liability under Paragraph 6, below.

5. If Surety does not proceed as provided in Paragraph 4, above, then Surety shall be deemed to be in default on this Bond ten Days after receipt of an additional written notice from County to Surety demanding that Surety perform its obligations under this Bond. At all times County shall be entitled to enforce any remedy available to County at law or under the Construction Contract including, without limitation, and by way of example only, rights to perform work, protect Work, mitigate damages, advance critical Work to mitigate schedule delay, or coordinate Work with other consultants or contractors.

6. Surety's monetary obligation under this Bond is limited by the amount of this Bond identified herein as the Penal Sum. This monetary obligation shall augment the Balance of the Contract Sum. Subject to these limits, Surety's obligations under this Bond are commensurate with the obligations of Contractor under the Construction Contract. Surety's obligations shall include, but are not limited to:

6.1 The responsibilities of Contractor under the Construction Contract for completion of the Construction Contract and correction of Defective Work;

6.2 The responsibilities of Contractor under the Construction Contract to pay liquidated damages, and for damages for which no liquidated damages are specified in the Construction Contract, actual damages caused by non-performance of the Construction Contract including, but not limited to, all valid and proper back charges, offsets, payments, indemnities, or other damages;

6.3 Additional legal, design professional and delay costs resulting from Contractor Default or resulting from the actions or failure to act of the Surety under Paragraph 4, above (but excluding attorney's fees incurred to enforce this Bond).

7. No right of action shall accrue on this Bond to any person or entity other than County or its successors or assigns.

8. Surety hereby waives notice of any change, alteration or addition to the Construction Contract or to related subcontracts, purchase orders and other obligations, including changes of time. Surety consents to all terms of the Construction Contract, including provisions on changes to the Contract. No extension of time, change, alteration, Modification, deletion, or addition to the Contract Documents, or of the Work required thereunder, shall release or exonerate Surety on this Bond or in any way affect the obligations of Surety on this Bond, unless such change, alteration, Modification, deletion or addition is a cardinal change.

9. Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction where a proceeding is pending between County and Contractor regarding the Construction Contract, or in the courts of the County of Sonoma, or in a court of competent jurisdiction in the location in which the Work is located. Communications from County to Surety under Paragraph 3.1 of this Bond shall be deemed to include the necessary agreements under Paragraph 3.2 of this Bond unless expressly stated otherwise.

10. All notices to Surety or Contractor shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to County shall be mailed or delivered as provided in Document 005213 (Agreement Form). Actual receipt of notice by Surety, County or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.

11. Any provision in this Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein.

12. Definitions.

12.1 Balance of the Contract Sum: The total amount payable by County to Contractor pursuant to the terms of the Construction Contract after all proper adjustments have been made under the Construction Contract, for example, deductions for progress payments made, and increases/decreases for approved Modifications to the Construction Contract.

12.2 Construction Contract: The agreement between County and Contractor identified on the signature page of this Bond, including all Contract Documents and changes thereto.

12.3 Contractor Default: Material failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract including, but not limited to, "default" or any other condition allowing a termination for cause as provided in Document 007200 (General Conditions).

12.4 County Default: Material failure of County, which has neither been remedied nor waived, to pay Contractor progress payments due under the Construction Contract or to perform other material terms of the Construction Contract, if such failure is the cause of the asserted Contractor Default and is sufficient to justify Contractor termination of the Construction Contract.

END OF DOCUMENT

DOCUMENT 006113.16

PAYMENT BOND FORM

THIS CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND ("Bond") is dated [Insert Date], is in the penal sum of [Insert one hundred percent of Contract Sum] and is entered into by and between the parties listed below to ensure the payment of claimants under the Construction Contract listed below. This Bond consists of this page and the Bond Terms and Conditions, Paragraphs 1 through 13, attached to this page. Any singular reference to [Insert Name Of Contractor], ("Contractor"), [Insert Name Of Surety], ("Surety"), the County of Sonoma, a Political Subdivision of the State of California ("County") or other party shall be considered plural where applicable.

CONTRACTOR:	SURETY:
_____	_____
Name	Name
_____	_____
Address	Principal Place of Business
_____	_____
City/State/Zip	City/State/Zip

CONSTRUCTION CONTRACT:

[Name of Project]

CONTRACT NUMBER #[#]

at [Address of Project Location], California;

DATED _____, 20____, in the Amount of $_____ (the "Penal Sum")

CONTRACTOR AS PRINCIPAL	SURETY
Company: (Corp. Seal)	Company: (Corp. Seal)
Signature: _____	Signature: _____
Name and Title: _____	Name and Title: _____

BOND TERMS AND CONDITIONS

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to County and to Claimants, to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2. With respect to County, this obligation shall be null and void if Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants; and

2.2 Defends, indemnifies and holds harmless County from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contact, provided County has promptly notified Contractor and Surety (at the address set forth on the signature page of this Bond) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to Contractor and Surety, and provided there is no County Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly through its Subcontractors, for all sums due Claimants. If Contractor or its Subcontractors, however, fail to pay any of the persons named in Section 9100 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to Work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Contractor or Subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such Work and labor, then Surety shall pay for the same, and also, in case suit is brought upon this Bond, a reasonable attorney's fee, to be fixed by the court.

4. Consistent with the California Mechanic's Lien Law, Civil Code § 8000, et seq., Surety shall have no obligation to Claimants under this Bond unless the Claimant has satisfied all applicable notice requirements.

5. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety under this Bond.

6. Amounts due Contractor under the Construction Contract shall be applied first to satisfy claims, if any, under any Construction Performance Bond and second, to satisfy obligations of Contractor and Surety under this Bond.

7. County shall not be liable for payment of any costs, expenses, or attorney's fees of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

8. Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations. Surety further hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Construction Contract, or to the Work to be performed there under, or materials or equipment to be furnished there under or the Specifications accompanying the same, shall in any way affect its obligations under this Bond, and it does hereby waive any requirement of notice or any such change, extension of time, alteration or addition to the terms of the Construction Contract or to the Work or to the Specifications or any other changes.

9. This Bond shall inure to the benefit of the Claimants. Suit against Surety on this Bond may be brought by any Claimant, or its assigns, at any time after the Claimant has furnished the last of the labor or materials, or both, but, per Civil Code § 9558, must be commenced before the expiration of six (6) months after the period in which stop notices may be filed as provided in Civil Code § 9356.

10. All notices to Surety or Contractor shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to County shall be mailed or delivered as provided in Document 005213 (Agreement Form). Actual receipt of notice by Surety, County or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.

11. This Bond has been furnished to comply with the California Mechanic's Lien Law including, but not limited to, Civil Code §§ 9550 et seq. Any provision in this Bond conflicting with said statutory requirements shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

13. Definitions.

13.1.1 Claimant: An individual or entity having a direct contract with Contractor or with a Subcontractor of Contractor to furnish labor, materials or equipment for use in the performance of the Contract, as further defined in California Civil Code § 9100. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a stop notice might be asserted. The term Claimant shall also include the Employment Development Department as referred to in Civil Code § 9554 (b).

13.1.2 Construction Contract: The agreement between County and Contractor identified on the signature page of this Bond, including all Contract Documents and changes thereto.

13.1.3 County Default: Material failure of County, which has neither been remedied nor waived, to pay Contractor as required by the Construction Contract, provided that failure is the cause of the failure of Contractor to pay the Claimants and is sufficient to justify termination of the Construction Contract.

END OF DOCUMENT

DOCUMENT 006400

AFFIDAVIT OF RELEASE OF LIENS FORM

THIS AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS ("Agreement and Release"), made and entered into this _____ [date] day of _____ [month], _____ [year], by and between the County of Sonoma, a Political Subdivision of the State of California ("County"), and _____ [name of Contractor] ("Contractor"), whose place of business is at _____ _____ [address of Contractor].

RECITALS

A. County and Contractor entered into Contract Number [#] (the "Contract").

B. The Work under the Contract has been completed.

Now, therefore, it is mutually agreed between County and Contractor as follows:

AGREEMENT

1. Contractor will not be assessed liquidated damages except as detailed below:

Original Contract Sum $ _____

Modified Contract Sum $ _____

Payment to Date $ _____

Liquidated Damages $ _____

Payment Due Contractor $ _____

2. Subject to the provisions of this Agreement and Release, County will forthwith pay to Contractor the sum of $_____ Dollars and _____ Cents ($_____) under the Contract, less any amounts withheld under the Contract or represented by any Notice to Withhold Funds on file with County as of the date of such payment.

3. Contractor acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against County arising from the Contract, except for the claims described in Paragraph 4 of this Document 00640000001. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Contractor against County, and all of its agents, employees, consultants, inspectors, representatives, assignees and transferees, except for the Disputed Claims set forth in Paragraph 4 of this Document 00640000001. Nothing in this Agreement and Release shall limit or modify Contractor's continuing obligations described in Paragraph 6 of this Document 00640000001.

4. The following claims submitted under Document 007200 (General Conditions), Article 12, are disputed (hereinafter, the "Disputed Claims") and are specifically excluded from the operation of this Agreement and Release:

Claim No.	Date Submitted	Description of Claim	Amount of Claim

[Insert information, including attachment if necessary]

5. Consistent with California Public Contract Code Section 7100, Contractor hereby agrees that, in consideration of the payment set forth in Paragraph 2 of this Document 00640000001, Contractor hereby releases and forever discharges County, and all of its agents, employees, consultants, inspectors, assignees and transferees from any and all liability, claims, demands, actions or causes of action of whatever kind or nature arising out of or in any way concerned with the Work under the Contract

6. Guarantees and warranties for the Work, and any other continuing obligation of Contractor, shall remain in full force and effect as specified in the Contract Documents.

7. Contractor shall immediately defend, indemnify and hold harmless County, any County's Representatives, and all of their agents, employees, consultants, inspectors, assignees and transferees, from any and all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities that may be asserted against them by any of Contractor's suppliers and/or Subcontractors of any tier and/or any suppliers to them for any and all labor, materials, supplies and equipment used, or contemplated to be used in the performance of the Contract, except for the Disputed Claims set forth in Paragraph 4 of this Document 00640000001.

8. Contractor hereby waives the provisions of California Civil Code Section 1542, which provide as follows:

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

9. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable, and if any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal or other law, ruling, or regulation, then such provision, or part thereof shall remain in force and effect only to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.

10. Contractor represents and warrants that it is the true and lawful owner of all claims and other matters released pursuant to this Agreement and Release, and that it has full right, title and authority to enter into this instrument. Each party represents and warrants that it has been represented by counsel of its own choosing in connection with this Agreement and Release.

11. All rights of County shall survive completion of the Work or termination of the Contract, and execution of this Agreement and Release.

*** * * CAUTION: THIS IS A RELEASE - READ BEFORE EXECUTING * * ***

COUNTY OF SONOMA,

A Political Subdivision of the State of California

By: _____

Johannes J. Hoevertsz

Director of Public Infrastructure

[CONTRACTOR]

By: _____

Name: _____

Its: _____

By: _____

Name: _____

Its: _____

REVIEWED AS TO FORM:

_____

County Counsel

_____, 20 ___

END OF DOCUMENT

DOCUMENT 006536

WARRANTY FORM

To the County of Sonoma, for the construction of

TPW ADA Signalized Intersections Batches 5 & 6

Arnold Drive & Mission Drive, Sonoma, California.

Arnold Drive & Watmaugh Road, Sonoma, California

Petaluma Hill Road & Roberts Road, Rohnert Park, California

Old Redwood Hwy. & Wikiup Drive, Santa Rosa, California

The undersigned Contractor hereby guarantees all construction performed on this Project and also guarantees all material and equipment incorporated therein.

Contractor hereby grants to County for a period of [# Years] ([#]) year following the date of Substantial Completion of the Work, or such longer period specified in the Contract Documents ("Guaranty Period"), its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers in connection with the Work.

Neither final payment nor use or occupancy of the Work performed by Contractor shall constitute an acceptance of Work not done in accordance with the Contract Documents or relieve Contractor of liability in respect to any express guarantees, warranties or responsibilities for faulty materials or workmanship. Contractor shall remedy any defects in the Work and pay for any damage resulting there from which shall appear within the Guaranty Period.

If at any time during the Guaranty Period any Work is found to be Defective, Contractor shall promptly (preferably within forty-eight [48] hours of notification by County, but no later than five [5] days following notification by County), without cost to County and in accordance with County's written instructions, correct such Defective Work. Contractor shall remove any Defective Work identified by County and replace it with Work that is not Defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, County may have the Defective Work corrected or the rejected Work removed and replaced. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, County shall have all rights and remedies granted by law.

Inspection of the Work shall not relieve Contractor of any of its obligations under the Contract Documents. Even though equipment, materials, or Work required to be provided under the Contract Documents have been inspected, accepted, and estimated for payment, Contractor shall, at its own expense, replace or repair any such equipment, material, or Work found to be Defective or otherwise not to comply with the requirements of the Contract Documents up to the end of the Guaranty Period.

This Guaranty is in addition to any other warranties of Contractor contained in the Contract Documents, and not in lieu of, any and all other liability imposed on Contractor under the Contract Documents and at law with respect to Contractor's duties, obligations, and performance under the Contract Documents. In the event of any conflict or inconsistency between the terms of this Guaranty and any warranty or obligation of Contractor under the Contract Documents or at law, such inconsistency or conflict shall be resolved in favor of the higher level of obligation of Contractor.

All abbreviations and undefined terms used in this Guaranty shall have the meanings set forth in the Contract Documents, including, without limitation, Document 007200 (General Conditions) and Section 014200 (References and Definitions).

_____

[Contractor's Name]

By:_____

[Signature]

_____

[Please Print Name Here]

Title: _____

Business Address: _____

_____

Date: _____

END OF DOCUMENT

DOCUMENT 006700

ESCROW BID DOCUMENTS

1.1 REQUIREMENTS FOR ESCROW BID DOCUMENTS

A. Within the time period established in Document 002113 (Instructions to Bidders), Contractor shall submit to County a set of Escrow Bid Documents as defined in Paragraph 2 below. Escrow Bid Documents will be used only in the manner and for the purposes described in this Document 0.

B. The submission of the Escrow Bid Documents, as with the bonds and insurance documents required under Document 002113 (Instructions to Bidders), is considered an essential part of the Contract award. Should Contractor fail to make the submission within the allowed time specified, Contractor may be deemed to have failed to enter into the Contract, Contractor shall forfeit the amount of its Bid security accompanying Contractor's Bid, and County may award the Contract to the next lowest responsive responsible Bidder.

C. NO PAYMENTS WILL BE MADE, NOR WILL COUNTY ACCEPT CHANGE ORDER REQUESTS UNTIL THE ABOVE-REQUIRED INFORMATION IS SUBMITTED AND APPROVED. ALTERNATIVELY, COUNTY MAY DECLARE THE BID NON-RESPONSIVE.

D. Contractor shall submit the Escrow Bid Documents, in person by an authorized representative of Contractor, to:

Mark Abel

County of Sonoma

400 Aviation Blvd., Suite 100

Santa Rosa, CA 95403

1.2 SCOPE OF ESCROW BID DOCUMENTS

A. Within the time period specified in Document 002113 (Instructions to Bidders), Contractor shall submit one copy of all documentary information received or generated by Contractor in preparation of Bid prices for the Contract Documents, as specified in Paragraphs 5 and 6 of this Document 0. This material is referred to in this Document 0 as the "Escrow Bid Documents." Contractor's Escrow Bid Documents will be held in escrow as provided in this Document 0.

B. Contractor represents and agrees, as a condition of award of the Contract, that the Escrow Bid Documents constitute all written information used in the preparation of its

Bid, and that no other written Bid preparation information shall be considered in resolving disputes or claims or may be considered in legal proceedings. Contractor also agrees that nothing in the Escrow Bid Documents shall change or modify the terms or conditions of the Contract Documents. Contractor is advised that the Escrow Bid Documents will only be used as a guide in the resolution of disputes and claims.

1.3 OWNERSHIP OF ESCROW BID DOCUMENTS.

A. The Escrow Bid Documents are, and shall always remain, the property of Contractor, subject to joint review by County and Contractor, as provided in this Document 0.

B. County stipulates and expressly acknowledges that the Escrow Bid Documents constitute trade secrets. This acknowledgement is based on County's express understanding that the information contained in the Escrow Bid Documents is not known outside Contractor's business, is known only to a limited extent and only by a limited number of Contractor's Employees, is safeguarded while in Contractor's possession, is extremely valuable to Contractor and could be extremely valuable to Contractor's competitors by virtue of it reflecting Contractor's contemplated construction techniques. County further acknowledges that the Escrow Bid Documents and the information contained in them are made available to County only because such action is an express pre-requisite to award of the Contract. County agrees to safeguard the Escrow Bid Documents, and all information contained in them, against disclosure to the fullest extent permitted by law, consistent with Paragraph 4 of this Document 0.

C. Escrow bid documents may be used in the determination of price adjustments and change orders and in the settlement of disputes and claims. If used in legal proceedings, escrow bid documents shall be subject to an appropriate protective order limiting their disclosure.

1.4 FORMAT AND CONTENTS OF ESCROW BID DOCUMENTS.

A. Contractor may submit Escrow Bid Documents in their usual cost-estimating format; a standard format is not required. Contractor shall prepare and submit the Escrow Bid Documents in English.

B. County requires Contractor to itemize clearly in the Escrow Bid Documents the estimated costs of performing the Work of each Bid item contained in Contractor's Bid. Contractor shall separate Bid items into sub-items as required to present a detailed cost estimate and allow a detailed cost review. The Escrow Bid Documents shall include all Subcontractor bids or quotes, supplier bids or quotes, quantity take-offs, crews, equipment, calculations of rates of production and progress, copies of quotes from Subcontractors and suppliers, and memoranda, narratives, add/deduct sheets, and all other information used by Contractor to arrive at the prices contained in the Bid. Escrow Bid Documents shall include costs of scheduled maintenance, depreciation, fleet rental expense discounts and incentives, and similar cost adjustments if used by Contractor to calculate its Bid prices. Estimated costs shall be broken down into

Contractor's usual estimate categories such as direct labor, repair labor, equipment ownership and operation, expendable materials, permanent materials and subcontract costs as appropriate. Plant and equipment and indirect costs should be detailed in Contractor's usual format. Contractor shall identify its allocation of indirect costs, contingencies, markup and other items to each Bid item.

C. Contractor shall identify all costs. For Bid items amounting to less than $10,000, Contractor may estimate costs without a detailed cost estimate, provided that Contractor includes applicable labor, equipment, materials and subcontracts, and allocates applicable indirect costs, contingencies and markup.

D. Bid documents provided by County should not be included in the Escrow Bid Documents unless needed to comply with these requirements.

1.5 SUBMITTAL OF ESCROW BID DOCUMENTS.

A. Submit Escrow Bid Documents in a container clearly marked on the outside with Contractor's name, date of submittal, Project name and the words "Escrow Bid Documents - Open only in the presence of Authorized Representatives of both County and Contractor." County will review the Escrow Bid Documents for initial compliance. County has three Days after receipt of Bidder's Escrow Bid Documents to demand additional information.

B. By submitting Escrow Bid Documents, Contractor represents that the material in the Escrow Bid Documents constitutes all the documentary information used in preparation of the Bid and that Contractor has personally examined the contents of the Escrow Bid Documents container and has found that the documents in the container are complete. Contractor agrees that it will not introduce or rely on any other documents to prove how it prepared its Bid.

C. If Contractor's Bid is based upon subcontracting any part of the Work, each Subcontractor whose total subcontract price exceeds five percent of the total Contract Sum proposed by Contractor, shall provide separate Escrow Documents to be included with those of Contractor. Such documents shall be opened and examined in the same manner and at the same time as the examination described above for Contractor.

D. If Contractor wishes to subcontract any portion of the Work after award, County retains the right to require Contractor to submit Escrow Documents for the Subcontractor before approval of the subcontract.

1.6 STORAGE, EXAMINATION, AND FINAL DISPOSITION OF ESCROW BID DOCUMENTS.

A. The Escrow Bid Documents will be placed in escrow until Final Completion of Work on the Project, in a mutually agreeable institution. Contractor shall pay the cost of storage for the Escrow Bid Documents until that time. The storage facilities shall be the

appropriate size for all the Escrow Bid Documents and located conveniently to both County's and, to the extent reasonably possible, Contractor's offices, but in no event outside the County of Sonoma.

B. Both County and Contractor shall examine the Escrow Bid Documents, at any time deemed necessary by either County or Contractor, to assist in the negotiation of price adjustments and Change Orders or the settlement of disputes and claims. Examination of the Escrow Bid Documents is subject to the following conditions:

1. As trade secrets, the Escrow Bid Documents are proprietary and confidential under Paragraph 3.B of this Document 0.

2. County and Contractor (and any Subcontractor, to the extent Escrow Bid Documents are required by a Subcontractor) shall each designate in writing to the other party(s) at least seven Days prior to any examination, representatives who are authorized to examine the Escrow Bid Documents. Except as otherwise provided in a court order, no other persons shall have access to the Escrow Documents.

3. Except as otherwise provided in a court order, access to the documents may take place only in the presence of duly designated representatives of both County and Contractor. If Contractor fails to designate a representative or appear for joint examination on seven Days' notice, then County's Representative may examine the Escrow Bid Documents upon an additional three (3) Days' notice.

4. Following Final Completion of Work on the Project and achievement of final settlement, County shall direct the escrow agent holding the Escrow Bid Documents in writing to return those documents to Contractor.

END OF DOCUMENT

DOCUMENT 006800

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

P.C.C. §22300

This Escrow Agreement ("Escrow Agreement") is made and entered into this _____ [date] day of _____ [month], _____ [year], by and between the County of Sonoma, a Political Subdivision of the State of California (hereinafter called the "County"), whose address is 400 Aviation Blvd., Suite 100, Santa Rosa, CA 95403; _____ [name of Contractor] ("Contractor"), whose place of business is located at _____ [Contractor's Address]; and Owner, as escrow agent …OR… _____ [Name of Bank], a state or federally chartered bank in the State of California, whose place of business is located at _____] ("Escrow Agent").

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

1. Pursuant to Section 22300 of 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 Contract Number [#] entered into between County and Contractor for [Name of Project], in the amount of _____ [Contract Sum] dated _____ [Date of Contract] (the "Contract"). Alternatively, on written request of Contractor, County shall make payments of the retention earnings directly to Escrow Agent. When Contractor deposits the securities as a substitute for Contract earnings, Escrow Agent shall notify County within ten (10) Days of the deposit. The market value of the securities at the time of substitution shall be at least equal to the cash amount then required to be withheld as retention under terms of Contract between County and Contractor. Securities shall be held in name of _____, and shall designate Contractor as the beneficial owner.

2. County shall make progress payments to Contractor for those funds which otherwise would be withheld from progress payments pursuant to Contract provisions, provided that Escrow Agent holds securities in form and amount specified in Paragraph 1 of this Document 00680000001.

3. When County makes payment(s) of retention earned directly to Escrow Agent, Escrow Agent shall hold said payment(s) for the benefit of Contractor until the time that the escrow created under this Escrow Agreement is terminated. Contractor may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when County pays Escrow Agent directly.

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

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

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

7. County shall have the right to draw upon the securities in event of default by Contractor. Upon seven (7) Days written notice to Escrow Agent from County of the default, Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by County.

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

9. Escrow Agent shall rely on written notifications from County and Contractor pursuant to Paragraphs 5 through 8, inclusive, of this Document 006800000010 and County and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of securities and interest as set forth.

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

On behalf of County:	On behalf of Contractor:
_____	_____
Title	Title
_____	_____
Name	Name
_____	_____
Signature	Signature

_____ _____

Address Address

_____ _____

City/State/Zip City/State/Zip

On behalf of Escrow Agent:

_____

Title

_____

Name

_____

Signature

_____

Address

_____

City/State/Zip

At the time the Escrow Account is opened, County and Contractor shall deliver to Escrow Agent a fully executed counterpart of this Document 006800.

In witness whereof, the parties have executed this Escrow Agreement by their proper officers on the date first set forth above.

County Contractor

_____ _____

_____ _____

Title Title

_____ _____

Name Name

_____ _____

Signature Signature

Escrow Agent

_____

_____

Title

_____

Name

_____

Signature

Reviewed as to form:

_____

County Counsel

_____

Date

END OF DOCUMENT

DOCUMENT 007200

GENERAL CONDITIONS

TABLE OF CONTENTS

Contents

TABLE OF CONTENTS 71
1 INTERPRETATION OF CONTRACT 74
1.1 Defined Terms 74
1.2 Contract Documents 74
1.3 Precedence of Documents 74
2 BID PERIOD INVESTIGATIONS AND SUBCONTRACTING 75
2.1 Investigation Prior To Bidding 75
2.2 Supplied Information on Underground Existing Conditions 76
2.3 Supplied Information on Above-Ground Existing Conditions 77
2.4 Subcontractors 77
3 CONTRACT AWARD AND COMMENCEMENT OF THE WORK 78
3.1 Time Allowances for Performance of Contract Documents 78
3.2 Commencement of Work 78
4 INSURANCE AND INDEMNIFICATION 78
4.1 Insurance 78
4.2 Indemnification 78
5 DRAWINGS AND SPECIFICATIONS 79
5.1 Intent 79
5.2 Drawing Details 80
5.3 Interpretation of Drawings and Specifications 80
5.4 Checking of Drawings 81
5.5 Standards To Apply Where Specifications Are Not Furnished 81
5.6 Deviation from Specifications and Drawings 81
5.7 Ownership and Use of Drawings, Specifications and Contract Documents 82
6. CONSTRUCTION BY COUNTY OR BY SEPARATE CONTRACTORS 82

6.1 County's Right to Perform Construction and to Award Separate Contracts 82
6.2 Mutual Responsibility 82
6.3 County Authority Over Coordination 83
7 PAYMENT BY COUNTY 83
7.1 Receipt and Processing of Applications for Payment 83
8 CONTROL OF THE WORK 84
8.1 Subcontractors 84
8.2 Supervision of Work by Contractor 84
8.3 Observation of Work by County 84
8.4 Access to Work 86
9 WARRANTY, GUARANTY, AND INSPECTION OF WORK 86
9.1 Warranty and Guaranty 86
9.2 Inspection of Work 88
9.3 Correction of Defective Work 89
9.4 Acceptance and Correction of Defective Work by County 91
9.5 Rights Upon Inspection or Correction 91
9.6 Samples and Tests of Materials and Work 92
9.7 Proof of Compliance of Contract Provisions 92
9.8 Acceptance 92
10 CONTRACTOR'S ORGANIZATION AND EQUIPMENT 92
10.1 Contractor's Legal Address 92
10.2 Contractor's Office at the Work Site 93
10.3 Contractor's Superintendents or Forepersons 93
10.4 Proficiency In English 93
10.5 Contractor's and Subcontractors' Employees 93
10.6 Contractor to List Trades Working 94
10.7 Contractor's Use of the Site 94
11 PROSECUTION AND PROGRESS OF THE WORK 94
11.1 Schedules and Examinations of Contract Documents 94
11.2 Commencement of Work Notification 95
11.3 Submittals 95
11.4 Contractor to Supply Sufficient Workers and Materials 95
11.5 Contractor's Project Data 96

12 CLAIMS BY CONTRACTOR/NON-JUDICIAL SETTLEMENT PROCEDURE 97
12.1 Scope 97
12.2 Procedure 98
12.3 Administration During/After Claim Submission 101
12.4 Subcontractor Claims 102
12.5 Waiver 102
13 LEGAL AND MISCELLANEOUS 103
13.1 Laws and Regulations 103
13.2 Permits and Taxes 103
13.3 Suspension of Work 104
13.4 Termination of Contract for Cause 104
13.5 Termination of Contract for Convenience 106
13.6 Contingent Assignment of Subcontracts 109
13.7 Remedies and Contract Integration 109
13.8 Patents 110
13.9 Substitution for Patented and Specified Articles 111
13.10 Interest of Public Officers 111
13.11 Limit of Liability 111
13.12 Severability 111
14 MODIFICATIONS OF CONTRACT DOCUMENTS 111
14.1 Alterations, Modifications and Force Account Work 111
14.2 Time Allowances 113
14.3 Notice of Delay 113
14.4 Non-Compensable Time Extensions; Adverse Weather Parameters 114
14.5 Compensable Time Extensions 115
14.6 Liquidated Damages 115
14.7 Differing Site Conditions 116
14.8 Change Orders Related to Underground Facilities 117
15 WORKING CONDITIONS AND PREVAILING WAGES 118
15.1 Use of Site/Sanitary Rules 118
15.2 Protection of Work, Persons, and Property 119
15.3 Responsibility for Safety and Health 120
15.4 Emergencies 120

15.5 Use of Roadways and Walkways 121
15.6 Nondiscrimination 121
15.7 Prevailing Wages 121
15.8 Environmental Controls 123
15.9 Shoring Safety Plan 123

1 INTERPRETATION OF CONTRACT

1.1 Defined Terms

A. All abbreviations and definitions of terms used and not otherwise defined in this Documents are set forth in Section 014200 (References). This Document subdivides at first level into Articles, and then into paragraphs.

1.2 Contract Documents

A. Contract Documents are complementary; what is called for by one is as binding as if called for by all. Contract Documents shall not be construed to create a contractual relationship of any kind between (i) Architect, Engineer or any County's Representative and Contractor; (ii) County and/or its representatives and a Subcontractor, sub-Subcontractor, or supplier of any Project labor, materials, or equipment; or (iii) between any persons or entities other than County and Contractor.

1.3 Precedence of Documents

A. In the case of discrepancy or ambiguity in the Contract Documents, the following order of precedence shall prevail:

1. Modifications in inverse chronological order (i.e., most recent first), and in the same order as specific portions they are modifying;
2. Document 005213 (Agreement Form - Stipulated Sum), and terms and conditions referenced therein;
3. Supplementary Conditions;
4. General Conditions);
5. Division 1 Specifications;
6. Drawings and Division 1 through 49 Specifications;
7. Written numbers over figures, unless obviously incorrect (i.e. [six] over [6]);
8. Figured dimensions over scaled dimensions;
9. Large-scale Drawings over small-scale Drawings.

B. Any conflict between Drawings and Division 1 through 49 Specifications will be resolved in favor of the document of the latest date (i.e., the most recent document), and if the dates are the same or not determinable, then in favor of Specifications.

C. Any conflict between a bill or list of materials shown in the Contract Documents and the actual quantities required to complete Work required by Contract Documents, will be resolved in favor of the actual quantities.

2 BID PERIOD INVESTIGATIONS AND SUBCONTRACTING

2.1 Investigation Prior To Bidding

A. Prior to bidding, Contractor must investigate fully the Work of the Contract. Contractor must visit the Site, examine thoroughly and understand fully the nature and extent of the Contract Documents, Work, Site, locality, actual conditions and as-built conditions, and all other information made available for bidding. Contractor's investigation shall include, but is not limited to, a thorough examination of all reports of exploration and tests of subsurface conditions, as-built drawings, drawings, product specification(s) or reports, available for Bidding purposes, of physical conditions, including Underground Facilities and information identified in Document 003119 (Existing Condition Information) and/or Document 003126 (Existing Hazardous Materials Information) (if used), or which may appear in the Contract Documents, and all local conditions, and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor shall completely and thoroughly correlate all such information and consider such information fully, prior to and as a condition of submitting its Bid. Contractor shall make inquiry as required in Document 003119 (Existing Condition Information).

B. Prior to submitting its Bid, Contractor shall take care to note the existence and potential existence of Underground Facilities, in particular, above and below grade structures, drainage lines, storm drains, sewers, water, gas, electrical, chemical, hot water, and other similar items and utilities. Contractor shall carefully consider all supplied information, request additional information Contractor may deem necessary, and visually inspect the Site for above ground indications of Underground Facilities (such as, for example not by way of limitation, the existence of existing service laterals, appurtenances or other types of utilities, indicated by the presence of an underground transmission main or other visible facilities, such as buildings, new asphalt, meters and junction boxes, on or adjacent to the Site).

C. Prior to submitting its Bid, Contractor must correlate its experience, knowledge and the results of its required investigation with the terms and conditions of the Contract Documents, and must give County prompt written notice of all conflicts, errors, ambiguities, or discrepancies of any type, that it may discover in or among the Contract Documents, as-built drawings (if any) and/or actual conditions. Contractor shall give this

notice during the Bid period and submission of a Bid indicates Contractor's agreement that County responded to the notice through Addenda issued by County which is acceptable to Contractor.

D. Prior to submitting its Bid, Contractor must consider fully the fact that information supplied regarding existing Underground Facilities at or contiguous to the Site is in many cases based on information furnished to County by others (e.g., the builders of such Underground Facilities or others), and that due to their age or their chain of custody since preparation, may not meet current industry standards for accuracy. Contractor must also consider local underground conditions and typical practices for Underground Facilities, either through its own direct knowledge or through its subcontractors, and fully consider this knowledge in assessing the existing information and the reasonableness of its reliance.

E. Prior to submitting its Bid, Contractor shall conduct (or request that County have conducted) any such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise, which may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto or which Contractor deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of Contract Documents.

F. Prior to submitting its Bid, Contractor may rely on County supplied information regarding existing conditions only where such conditions are underground and not subject to reasonable verification. If existing information supplied by County indicates a discrepancy or a substantial risk of inaccuracy or omission, then Contractor must request specific additional information. Contractor shall advise County in writing during the Bid period of any questions, suppositions, inferences or deductions Contractor may have, for County's review and response by Addenda, and may not assert any such matters later that were not brought forth during the Bid period.

G. During performance of the Contract, Contractor will be charged with knowledge of all information that it should have learned in performing this required pre-Bid investigation, and shall not be entitled to change orders (time or compensation) due to information or conditions that Contractor should have known as a part of this pre-Bid investigation.

2.2 Supplied Information on Underground Existing Conditions

A. Regarding Underground Facilities shown in the Contract Documents or supplied through Document 003119 (Existing Condition Information), County has compiled this information in good faith, relying on its records and third-party records. Because of the nature and location of County and the Project, the existence of Underground Facilities is deemed inherent in the Work of the Contract, as is the fact that Underground Facilities are not always accurately shown or completely shown on as-built records, both as to their depth and location. In Article 14 of this Document 007200, this Contract

establishes a heightened standard for claims involving Underground Facilities. Contractor shall consider this fact in its bidding and in its planning and execution of the Work involving Underground Facilities.

B. Regarding subsurface conditions other than Underground Facilities, shown on the Contract Documents or supplied in Document 003119 (Existing Conditions Information), Contractor may rely only upon the general accuracy of actual reported depths, actual reported character of materials, actual reported soil types, actual reported water conditions, or actual obstructions shown or indicated in the Contract Documents. County is not responsible for the completeness of any subsurface condition information for bidding or construction, Contractor's conclusions or opinions drawn from any subsurface condition information, or subsurface conditions that are not specifically shown. (For example, County is not responsible for soil conditions in areas contiguous to areas where a subsurface condition is shown.)

2.3 Supplied Information on Above-Ground Existing Conditions

A. Regarding aboveground and as-built conditions shown on the Contract Documents or supplied through Document 003119 (Existing Condition Information), such information has been compiled in good faith, however, Contractor must independently verify such information. County does not expressly or impliedly warrant or represent that information as to aboveground conditions or as-built conditions indicated in the Contract Documents or Document 003119, is correctly shown or indicated, or otherwise complete for construction purposes.

B. As a condition to bidding, Contractor shall verify by independent investigation all such aboveground and as-built conditions, and bring any discrepancies to County's attention through written question. In submitting its Bid, Contractor shall rely on the results of its own independent investigation and shall not rely on County-supplied information regarding aboveground conditions and as-built conditions, and Contractor shall accept full responsibility for its verification work sufficient to complete the Work as intended.

2.4 Subcontractors

A. Consistent with Public Contract Code Sections 4101 et seq., Contractor shall not substitute any other person or firm in place of any Subcontractor listed in the Bid. Subcontractors shall not assign or transfer their subcontracts or permit them to be performed by any other contractor without County's written approval. At County's request, Contractor shall provide County with a complete copy of all executed subcontracts or final commercial agreements with Subcontractors and/or suppliers.

B. Subcontract agreements shall preserve and protect the rights of County under the Contract Documents so that subcontracting will not prejudice such rights. To the extent of the Work to be performed by a Subcontractor, Contractor shall require the Subcontractor's written agreement (1) to be bound to the terms of Contract Documents and (2) to assume vis-à-vis Contractor all the obligations and responsibilities that Contractor assumes toward County under the Contract Documents. (These agreements include for example, and not by way of limitation, all warranties, claims procedures and

rules governing submittals of all types to which Contractor is subject under the Contract Documents.)

C. Contractor shall provide for the assignment to County of all rights any Subcontractor may have against any manufacturer, supplier, or distributor for breach of warranties and guarantees relating to the Work performed by the Subcontractor under the Contract Documents.

D. County shall be deemed to be an intended third-party beneficiary of all Subcontracts (of any tier) for the provision of labor, services, supplies or material to the Project, and each such agreement shall so provide.

3 CONTRACT AWARD AND COMMENCEMENT OF THE WORK

3.1 Time Allowances for Performance of Contract Documents

A. County will make the Award of Contract by issuing a Notice of Award. As a condition to County signing Document 005213 (Agreement Form – Stipulated Sum), however, Contractor shall deliver to County the executed agreements, forms, bonds and insurance documents required by Document 002113 (Instructions to Bidders) in the required quantities and within the required times.

B. The Contract Time will commence to run on the date indicated in the Notice to Proceed (Commencement Date).

C. The total number of Days for completion of the Work under the Contract Documents shall be as provided in Document 005213 (Agreement Form - Stipulated Sum).

3.2 Commencement of Work

A. Contractor shall commence work on the Site on the Commencement Date found in the Notice to Proceed (Document 005500). Contractor shall not do any Work at the Site prior to that date.

4 INSURANCE AND INDEMNIFICATION

4.1 Insurance

A. See Document 007316 (–Insurance Requirements), incorporated herein by this reference.

4.2 Indemnification

A. County and each of its officers, employees, consultants and agents including, but not limited to the Board, Architect, Engineer and each County's Representative, shall not be liable or accountable in any manner for loss or damage that may happen to any part of the Work; loss or damage to materials or other things used or employed in performing the Work; injury, sickness, disease, or death of any person; or damage to property resulting from any cause whatsoever except their sole negligence, willful misconduct or active negligence, attributable to performance or character of the Work, and Contractor releases all of the foregoing persons and entities from any and all such claims.

B. To the furthest extent permitted by law (including without limitation California Civil Code Section 2782), Contractor shall assume defense of, and indemnify and hold harmless, County and each of its officers, employees, consultants and agents, including but not limited to the Board, Architect, Engineer and each County's Representative, from claims, suits, actions, losses and liability of every kind, nature and description, including but not limited to claims and fines of regulatory agencies and attorney's fees and consultant's fees, directly or indirectly arising out of, connected with or resulting from performance of the Work, failure to perform the Work, or condition of the Work which is caused in whole or part by any act or omission of Contractor, Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether it is caused in part by the negligence of County or by any person or entity required to be indemnified hereunder.

C. With respect to third-party claims against Contractor, Contractor waives any and all rights to any type of express or implied indemnity against County and each of its officers, employees, consultants and agents including, but not limited to County, the Board, Architect, Engineer and each County's Representative.

D. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its Subcontractors of any tier, or the officers or agents of any of them.

E. To the furthest extent permitted by law (including, without limitation, Civil Code Section 2782), the indemnities, releases of liability and limitations of liability, claims procedures, and limitations of remedy expressed throughout Contract Documents shall apply even in the event of breach of Contract, negligence (active or passive), fault or strict liability of the party(ies) indemnified, released, or limited in liability, and shall survive the termination, rescission, breach, abandonment, or completion of the Work or the terms of the Contract Documents. If Contractor fails to perform any of these defense or indemnity obligations, County may in its discretion back charge Contractor for County's costs and damages resulting therefrom and withhold such sums from progress payments or other Contract moneys which may become due.

F. The indemnities in the Contract Documents shall not apply to any indemnified party to the extent of its sole negligence or willful misconduct; nor shall they apply to County or other indemnified party to the extent of its active negligence.

G. Contractor's obligations under this Paragraph 4.2 shall survive completion of the Work or termination of the Contract Documents for any reason whatsoever.

5 DRAWINGS AND SPECIFICATIONS

5.1 Intent

A. Drawings and Specifications are intended to describe a functionally complete and operable Project (and all parts thereof) to be constructed in accordance with the requirements of Contract Documents. Contractor shall perform any work, provide services and furnish any materials or equipment that may reasonably be inferred from

the requirements of Contract Documents or from prevailing custom or trade usage as being required to produce this intended result. Contractor shall interpret words or phrases used to describe Work (including services), materials, or equipment that have well-known technical or construction industry or trade meaning in accordance with that meaning. Drawings' intent specifically includes the intent to depict construction that complies with all applicable laws, codes and standards.

B. As part of the "Work," Contractor shall provide all labor, materials, equipment, machinery, tools, facilities, services, employee training and testing, hoisting facilities, Shop Drawings, storage, testing, security, transportation, disposal, the securing of all necessary or required field dimensions, the cutting or patching of existing materials, notices, permits, documents, reports, agreements and any other items required or necessary to timely and fully complete Work described and the results intended by Contract Documents and, in particular, Drawings and Specifications. Divisions and Specification Sections and the identification on any Drawings shall not control Contractor in dividing Work among Subcontractors or suppliers or delineating the Work to be performed by any specific trade.

C. Contractor shall perform reasonably implied parts of Work as "incidental work" although absent from Drawings and Specifications. Incidental work includes any work not shown on Drawings or described in Specifications that is necessary or normally or customarily required as a part of the Work shown on Drawings or described in Specifications. Incidental work includes any work necessary or required to make each installation satisfactory, legally operable, functional, and consistent with the intent of Drawings and Specifications or the requirements of Contract Documents including required tasks to be performed under Division 1 of Specifications. Contractor shall perform incidental work without extra cost to County. Incidental work shall be treated as if fully described in Specifications and shown on Drawings, and the expense of incidental work shall be included in price Bid and Contract Sum.

5.2 Drawing Details

A. A typical or representative detail on Drawings shall constitute the standard for workmanship and material throughout corresponding parts of Work. Where necessary, and where reasonably inferable from Drawings, Contractor shall adapt such representative detail for application to such corresponding parts of Work. The details of such adaptation shall be subject to prior approval by County. Repetitive features shown in outline on Drawings shall be in exact accordance with corresponding features completely shown.

5.3 Interpretation of Drawings and Specifications

A. Should any discrepancy appear or any misunderstanding arise as to the import of anything contained in Drawings and Specifications, or should Contractor have any questions or requests relating to Drawings or Specifications, Contractor shall refer the matter to County, in writing, in accordance with Section 012600 (Contract Modification Procedures). County will issue with reasonable promptness written responses, clarifications or interpretations as County may determine necessary, which shall be

consistent with the intent of and be reasonably inferable from Contract Documents. Such written clarifications or interpretations shall be binding upon Contractor. If Contractor believes that a written response, clarification or interpretation justifies an adjustment in the Contract Sum or Contract Time, Contractor shall give County prompt written notice as provided in Section 012600 (Contract Modification Procedures). If the parties are unable to agree to the amount or extent of the adjustment, if any, then Contractor shall perform the Work in conformance with County's response, clarification, or interpretation and may make a written claim for the adjustment as provided in this Document 007200 .

5.4 Checking of Drawings

A. Before undertaking each part of Work, Contractor shall carefully study and compare Contract Documents and check and verify pertinent information shown in the Contract Documents and all applicable field conditions and measurements. Contractor shall be responsible for any errors that might have been avoided by such comparison. Contractor shall promptly report to County, in writing, any conflict, error, ambiguity or discrepancy that Contractor may discover. Contractor shall obtain a written interpretation or clarification from County before proceeding with any Work affected thereby. Dimensions shown on Drawings shall be followed; Contractor shall not scale Drawings.

5.5 Standards To Apply Where Specifications Are Not Furnished

A. The following general specifications shall apply wherever in the Specifications, or in any directions given by County in accordance with or supplementing Specifications, it is provided that Contractor shall furnish materials or manufactured articles or shall do Work for which no detailed specifications are shown. Materials or manufactured articles shall be of the best grade, in quality and workmanship, obtainable in the market from firms of established good reputation. If not ordinarily carried in stock, the materials or manufactured articles shall conform to industry standards for first class materials or articles of the kind required, with due consideration of the use to which they are to be put. Work shall conform to the usual standards or codes, such as those cited in Section 014200 (References), for first class work of the kind required. Contractor shall specify in writing to County the materials to be used or Work to be performed under this Paragraph 5.5 fourteen (14) Days prior to furnishing such materials or performing such Work.

5.6 Deviation from Specifications and Drawings

A. Contractor shall perform Work in accordance with Drawings and Specifications. Contractor shall not deviate from Drawings or the dimensions given in the Drawings or the Specifications without County's advance written approval of the proposed deviation.

B. If County elects to change the Work, all changes in the Contract Documents will be made as set forth in this Document 007200.

5.7 Ownership and Use of Drawings, Specifications and Contract Documents

A. Drawings, Specifications and other Contract Documents were prepared for use for Work of Contract Documents only. No part of Contract Documents shall be used for any other construction or for any other purpose except with the written consent of County. Any unauthorized use of Contract Documents is prohibited and at the sole liability of the user.

B. The County will be issuing the Drawings and Project Manual electronically for the Contractor's use, unless specifically stated otherwise.

6. CONSTRUCTION BY COUNTY OR BY SEPARATE CONTRACTORS

6.1 County's Right to Perform Construction and to Award Separate Contracts

A. County may perform, with its own forces, construction or operations related to the Project. County may also award separate contracts in connection with other portions of the Project or other construction or operations, on the Site or areas contiguous to the Site, under conditions similar to these Contract Documents, or may have utility owners perform other work. When separate contracts are awarded for different portions of the Project or other construction or operations on the Site, the term "Contractor" in these Contract Documents shall mean the Contractor herein.

6.2 Mutual Responsibility

A. Contractor shall afford all other contractors, utility owners, and County (if County is performing work with its own forces), proper and safe access to the Site, and reasonable opportunity for the installation and storage of their materials. Contractor shall ensure that the execution of its Work properly connects and coordinates with others' work, and shall cooperate with them to facilitate the progress of the Work.

B. Contractor shall coordinate its Work with the work of other contractors, County, and utility owners. Contractor shall hold coordination meetings with other contractors, County and its representatives, and utility owners as required by Section 013150 (Project Meetings).

C. Unless otherwise provided in the Contract Documents, Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of other contractors, County or utility owners by cutting, excavating or otherwise altering the work of others and will only cut or alter the work of others with the written consent of County and the others whose work will be affected.

D. Contractor's duties and responsibilities under Paragraph A of this Document are for the benefit of County and also for the benefit of such other contractors and utility owners working at the Site to the extent that there are comparable provisions for the benefit of Contractor in the direct contracts between County and such other contractors and utility owners.

E. To the extent that any part of Contractor's Work is to interface with work performed or installed by other contractors, County, or utility owners, Contractor shall inspect and

measure the in-place work. Contractor shall promptly report to County in writing any defect in in-place work that will impede or increase the cost of Contractor's interface unless corrected. County will require the entity responsible for the Defective Work to make corrections to conform to its contract requirements, or, if the defect is the result of an error or omission in the Contract Documents, issue a Change Order. If Contractor fails to measure, inspect and/or report to County in writing defects that are reasonably discoverable, Contractor shall bear all costs of accomplishing the interface acceptable to County. This provision shall be included in all other contracts or subcontracts for Work to be performed where such a conflict could exist.

6.3 County Authority Over Coordination

A. County will have authority over coordination of activities of multiple contractors in cases where County performs work with its own forces or contracts with others for performance of other work on the Project, or utilities work on the Site. County may at any time and in its sole discretion, designate a person or entity other than County to have authority over the coordination of activities among the various contractors. County's authority with respect to coordination of the activities of multiple contractors and utility owners shall not relieve Contractor of its obligation to other contractors and utility owners to coordinate its Work with other contractors and utility owners as specified in Paragraph 6.2 of this Document . Contractor shall promptly notify County in writing when another contractor on the Project fails to coordinate its work with the Work of Contract Documents.

B. Contractor shall suspend any part of the Work or carry on the same in such manner as directed by County when such suspension or prosecution is necessary to facilitate the work of other contractors or workers. No damages or claims by Contractor will be allowed if the suspension or Work change is due in whole or in part to Contractor's failure to perform its obligation to coordinate its Work with other contractors, County, and utility owners. Damages or claims will be allowed only to the extent of fault by County if the suspension or Work change is due in whole or in part to another contractor's failure to coordinate its work with Contractor, other contractors, County, and utility owners. County reserves the right to back charge Contractor for any damages or claims incurred by other contractors as a result of Contractor's failure to perform its obligations to coordinate with other contractors, County, and utility owners. County may deposit the funds retained with a Court of competent jurisdiction pursuant to applicable interpleader procedures and Contractor releases County of further liability regarding such funds.

7 PAYMENT BY COUNTY

7.1 Receipt and Processing of Applications for Payment

A. As required by Section 012000 (Price and Payment Procedures), Contractor shall prepare schedules, submit Applications for Payment and warrant title to all Work covered by each Application for Payment. County will review Contractor's Applications for Payment and make payment thereon, and Contractor shall make payments to Subcontractors, suppliers and others, as required by Section 012000 (Price and Payment Procedures).

8 CONTROL OF THE WORK

8.1 Subcontractors

A. Contractor is fully responsible for Contractor's own acts and omissions. Contractor is responsible for all acts and omissions of its Subcontractors, suppliers, and other persons and organizations performing or furnishing any of the Work, labor, materials, or equipment under a direct or indirect contract with Contractor. The Contractor may not assign any portion, or any rights hereunder, of the Contract Documents without the County's express written consent or, where applicable, compliance with the Subcontractor Listing Law.

8.2 Supervision of Work by Contractor

A. Contractor shall supervise, inspect, and direct Work competently and efficiently, devoting the attention and applying such personal skills and expertise as may be required and necessary to perform Work in accordance with Contract Documents. Contractor shall be solely responsible for and have control and charge of construction means, methods, techniques, sequences and procedures, safety precautions and programs in connection with the Work. Contractor shall be responsible to see that the completed Work complies accurately with Contract Documents.

B. Contractor shall keep on the Site at all times during Work progress a competent resident Superintendent in conformance with Paragraph 10.3A.

8.3 Observation of Work by County

A. County Representatives: County's Representative(s) will have limited authority to act on behalf of County as set forth in the Contract Documents. Except as otherwise provided in these Contract Documents or subsequently identified in writing by County, County will issue all communications to Contractor through County's Representative, and Contractor shall issue all communications to County through County's Representative in a written document delivered to County. Should any direct communications between Contractor and County's consultants, architects or engineers not identified in Article 2 of Document 005213 (Agreement Form - Stipulated Sum) occur during field visits or by telephone, Contractor shall immediately confirm them in a written document copied to County's Representative.

B. Means and methods of Construction: Subject to those rights specifically reserved in the Contract Documents, County will not supervise, or direct, or have control over, or be responsible for, Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or Contractor's failure to comply with laws and regulations applicable to the furnishing or performance of Work. County will not be responsible for Contractor's failure to perform or furnish the Work in accordance with Contract Documents.

C. In exercising its responsibilities and authorities under the Contract Documents, County does not assume any duties or responsibilities to any Subcontractor or supplier and does

not assume any duty of care to Contractor, Contractor's Subcontractors or suppliers. Except as expressly set forth in the Contract Documents, in exercising their respective responsibilities and authorities under the Contract Documents, neither Architect, Engineer nor any County's Representative assumes any duties or responsibilities to any Subcontractor, sub-Subcontractor or supplier nor assumes any duty of care to Contractor or any Subcontractor, sub-Subcontractor or suppliers.

D. Work shall be performed under County's general observation and administration. Contractor shall comply with County's directions and instructions in accordance with the terms of Contract Documents, but nothing contained in these General Conditions shall be taken to relieve Contractor of any obligations or liabilities under the Contract Documents. County's failure to review or, upon review, failure to object to any aspect of Work reviewed, shall not be deemed a waiver or approval of any non-conforming aspect of Work.

E. County may engage an independent consultant or architect (collectively for purposes of this Paragraph 8.3, "Consultant") to assist in administering the Work. If so engaged, Consultant will advise and consult with County, but will have authority to act on behalf of County only to extent provided in the Contract Documents or as set forth in writing by County. Consultant will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with Work. Consultant will not be responsible for or have control over the acts or omissions of Contractor, Subcontractors or their agents or employees, or any other persons performing Work.

F. Consultant may review Contractor's Submittals, such as Shop Drawings, Product Data, and Samples, but only for conformance with design concept of Work and with information given in the Contract Documents.

G. Consultant may visit the Site at intervals appropriate to stage of construction to become familiar generally with the progress and quality of Work and to determine in general if Work is proceeding in accordance with Contract Documents. Based on its observations, Consultant may recommend to County that it disapprove or reject Work that Consultant believes to be defective or will not produce a complete Project that conforms to Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by Contract Documents. County will also have authority to require special inspection or testing of Work, whether or not the Work is fabricated, installed or completed.

H. Consultant may conduct inspections to recommend to County the dates that Contractor has achieved Substantial Completion and when the Final Inspection Report can be issued, and will receive and forward to County for review written warranties and related documents required by Contract Documents.

8.4 Access to Work

A. During performance of Work, County and its agents, consultants, and employees may at any time enter upon Work, shops or studios where any part of the Work may be in preparation, or factories where any materials for use in Work are being or are to be manufactured, and Contractor shall provide proper and safe facilities for this purpose, and shall make arrangements with manufacturers to facilitate inspection of their processes and products to such extent as County's interests may require. Other contractors, County workers or utility owners performing work for County may also enter upon Work for all purposes required by their respective contracts. Subject to the rights reserved in the Contract Documents, Contractor shall have sole care, custody, and control of the Site and its Work areas.

B. County may, at any time, and from time to time, during the performance of the Work, enter the Work Site for the for the purpose of installing any necessary work by County labor or other contracts, and for any other purpose in connection with the installation of facilities. In doing so, County shall endeavor not to interfere with Contractor and Contractor shall not interfere with other work being done by or on behalf of County.

C. If, prior to completion and final acceptance of all the Work, County takes possession of any structure or facility (whether completed or otherwise) comprising a portion of the Work with the intent to retain possession thereof (as distinguished from temporary possession contemplating return to Contractor), then, while County is in possession of the same, Contractor shall be relieved of liability for loss or damage to such structure other than that resulting from Contractor's fault or negligence. Such taking of possession by County shall not relieve Contractor from any provisions of the Contract respecting such structure, other than to the extent specified in the preceding sentence, nor constitute a final acceptance of such structure or facility. See also Section 011000 (Summary).

D. If, following installation of any equipment or facilities furnished by Contractor, defects requiring correction by Contractor are found, County shall have the right to operate such unsatisfactory equipment or facilities and make reasonable use thereof until the equipment or facilities can be shut down for correction of defects without injury to County.

9 WARRANTY, GUARANTY, AND INSPECTION OF WORK

9.1 Warranty and Guaranty

A. General Representations and Warranties: Contractor represents and warrants that it is and will be at all times fully qualified and capable of performing every Phase of the Work and completing Work in accordance with the terms of Contract Documents. Contractor warrants that all construction services shall be performed in accordance with generally accepted professional standards of good and sound construction practices and all requirements of Contract Documents. Contractor warrants that Work, including but not limited to each item of materials and equipment incorporated therein, shall be new, of suitable grade of its respective kind for its intended use, and free from defects in design,

architecture and/or engineering, materials, construction and workmanship. Contractor warrants that Work shall conform in all respects with all applicable requirements of federal, state and local laws, applicable construction codes and standards, licenses and permits, Drawings and Specifications and all descriptions set forth therein, and all other requirements of Contract Documents. Contractor shall not be responsible, however, for the negligence of others in the specification of specific equipment, materials, design parameters and means or methods of construction where that is specifically shown and expressly required by Contract Documents.

B. Extended Guarantees: Any guaranty exceeding one year provided by the supplier or manufacturer of any equipment or materials used in the Project shall be extended for such term. Contractor expressly agrees to act as co-guarantor of such equipment and materials and shall supply County with all warranty and guaranty documents relative to equipment and materials incorporated in the Project and guaranteed by their suppliers or manufacturers.

C. Environmental and Toxics Warranty: The covenants, warranties and representations contained in this Paragraph C are effective continuously during Contractor's Work on the Project and following cessation of labor for any reason including, but not limited to, Project completion. Contractor covenants, warrants and represents to County that:

1. To Contractor's knowledge after due inquiry, no lead or Asbestos-containing materials were installed or discovered in the Project at any time during Contractor's construction thereof. If any lead or Asbestos-containing materials were discovered, Contractor made immediate written disclosure to County.

2. To Contractor's knowledge after due inquiry, no electrical transformers, light fixtures with ballasts or other equipment containing PCBs are or were located on the Project at any time during Contractor's construction thereof.

3. To Contractor's knowledge after due inquiry, no storage tanks for gasoline or any other toxic substance are or were located on the Project at any time during Contractor's construction thereof. If any such materials were discovered, Contractor made immediate written disclosure to County.

4. Contractor's operations concerning the Project are and were not in violation of any applicable environmental federal, state, or local statute, law or regulation dealing with hazardous materials substances or toxic substances and no notice from any governmental body has been served upon Contractor claiming any violation of any such law, ordinance, code or regulation, or requiring or calling attention to the need for any Work, repairs, construction, alteration, or installation on or in connection with the Project in order to comply with any such laws, ordinances, codes, or regulations, with which Contractor has not complied. If there are any such notices with which Contractor has complied, Contractor shall provide County with copies thereof.

9.2 Inspection of Work

A. All materials, equipment, and workmanship used in Work shall be subject to inspection and testing at all times during construction and/or manufacture in accordance with the terms of Contract Documents. Work and materials, and manufacture and preparation of materials, from beginning of construction until Final Completion and acceptance of Work, shall be subject to inspection and rejection by County, its agents, representatives or independent contractors retained by County to perform inspection services, or governmental agencies with jurisdictional interests. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and program so that they may comply therewith as applicable. Upon request or where specified, County shall be afforded access for inspection at the source of supply, manufacture or assembly of any item of material or equipment, with reasonable accommodations supplied for making such inspections.

B. Contractor shall give County timely notice of readiness of Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests. Contractor shall also coordinate, schedule and give adequate notice to the appropriate inspection personnel of any Work that can only be inspected as it is placed or assembled (for example, concrete or masonry work), to enable the constant presence of such inspection personnel during such Work.

C. If applicable laws or regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, and furnish County with the required certificates of inspection, or approval. County will pay the cost of initial testing and Contractor shall pay all costs in connection with any follow-up or additional testing. Contractor shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for the acceptance of materials or equipment to be incorporated in the Work, or of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Additionally, in the event that a scheduled inspection is canceled in less than twenty-four (24) hours' notice by Contractor and County incurs costs associated with the cancellation, Contractor will reimburse County for the actual costs of the canceled inspections. The amount will be deducted from payment owed Contractor.

D. If Contractor covers any Work, or the work of others, prior to any required inspection, test or approval without written approval of County, Contractor shall uncover the Work at County's request. Contractor shall bear the expense of uncovering Work and replacing Work.

E. In any case where Contractor covers Work contrary to County's request, Contractor shall uncover Work for County's observation or inspection at County's request. Contractor shall bear the cost of uncovering and re-covering the Work.

F. Whenever required by County, Contractor shall furnish tools, labor and materials necessary to make examination of Work that may be completed or in progress, even to extent of uncovering or taking down portions of finished Work. Should Work be found unsatisfactory, cost of making examination and of reconstruction shall be borne by Contractor. If Work is found to be satisfactory, County, in manner herein prescribed for paying for alterations, Modifications, and extra Work, except as otherwise herein specified, will pay for examination.

G. Inspection of the Work by or on behalf of County, or County's failure to do so, shall not under any circumstances be deemed a waiver or approval of any non-conforming aspect of the Work. Contractor shall have an absolute duty, in the absence of a written Change Order signed by County, to perform Work in conformance with the Contract Documents.

H. Any inspection, evaluation, or test performed by or on behalf of County relating to the Work is solely for the benefit of County, and shall not be relied upon by Contractor. Contractor shall not be relieved of the obligation to perform Work in accordance with the Contract Documents, nor relieved of any guaranty, warranty, or other obligation, as a result of any inspections, evaluations, or tests performed by County, whether or not such inspections, evaluations, or tests are permitted or required under the Contract Documents. Contractor shall be solely responsible for testing and inspecting Work already performed to determine whether such Work is in proper condition to receive later Work.

9.3 Correction of Defective Work

A. If Contractor fails to supply sufficient skilled workers, suitable materials or equipment, or to furnish or perform the Work in such a way that the completed Work will conform to Contract Documents, County may order Contractor to replace any Defective Work, or stop any portion of Work to permit County (at Contractor's expense) to replace such Defective Work. These County rights are entirely discretionary on the part of the County, and shall not give rise to any duty on the part of County to exercise the rights for the benefit of Contractor or any other party.

B. County may direct Contractor to correct any Defective Work or remove it from the Site and replace it with Work that is not Defective and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting from the correction or removal. Contractor shall be responsible for any and all claims, costs, losses and damages caused by or resulting from such correction or removal. When necessary, a deductive Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, County may decide the proper amount or, in its discretion may elect to leave the Contract Sum unchanged and deduct from moneys due Contractor, all such claims, costs, losses and damaged caused by or resulting from the correction or removal. If Contractor disagrees with County's calculations, it may make a claim as provided in Article of this Document . County's rights under this Paragraph B shall be entirely discretionary and, like all other

County rights and remedies under the Contract, in addition to any other rights it may have under the Contract Documents or by law.

C. Correction Period

1. With respect to equipment and machinery supplied by Contractor and incorporated into the Work, if within one year after the date of Substantial Completion of the portion of the Work incorporating the equipment and/or machinery (or, to the extent expressed by Change Order or Certificate of Substantial Completion, one year after County's written acceptance of such equipment), or such longer period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents (including extended warranties), any equipment or machinery is found to be Defective, Contractor shall promptly, without cost to County and in accordance with County's written instructions, correct such Defective Work.

2. With respect to structures within the Scope of Work, if within one year after the date of Substantial Completion of the Work, or such longer period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to County and in accordance with County's written instructions, correct such Defective Work.

D. Contractor shall remove any Defective Work rejected by County and replace it with Work that is not Defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, County may have the Defective Work corrected or the rejected Work removed and replaced.

E. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, County shall have all rights and remedies granted by law.

F. Additionally, in special circumstances where a part of the Work is occupied or a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that part of Work or that item may start to run from an earlier date if so provided by Change Order or Certificate of Substantial Completion.

G. Where Defective Work or rejected Work (and damage to other Work resulting therefrom) has been corrected, removed, or replaced under this provision after the commencement of the correction period, the correction period hereunder with respect to such Work shall be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

H. If following installation of any Work furnished by Contractor, defects requiring correction by Contractor are found, County shall have the right to operate such Work and make reasonable use thereof until it can be shut down for correction of defects without causing injury to County.

9.4 Acceptance and Correction of Defective Work by County

A. County may accept Defective Work. Contractor shall pay all claims, costs, losses and damages (including but not limited to staff and Consultant time) attributable to County's evaluation of and determination to accept such Defective Work. If County accepts any Defective Work prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, County may deduct from moneys due Contractor, all claims, costs, losses, damages, expenses and liabilities attributable to the Defective Work. If Contractor disagrees with County's calculations, Contractor may make a claim as provided in this Document . If County accepts any Defective Work after final payment, Contractor shall pay to County, an appropriate amount as determined by County.

B. County may correct and remedy deficiency if, after five Days' written notice to Contractor, Contractor fails to correct Defective Work or to remove and replace rejected Work in accordance with Paragraph 9.3B of this Document ; or provide a plan for correction of Defective Work acceptable to County; or perform Work in accordance with Contract Documents. In connection with such corrective and remedial action, County may exclude Contractor from all or part of the Site; take possession of all or part of Work and suspend Contractor's Work related thereto; take possession of all or part of Contractor's tools, appliances, construction equipment and machinery at the Site; and incorporate in Work any materials and equipment stored at the Site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County, its representatives, agents, employees, and other contractors and Architect's consultants access to the Site to enable County to exercise the rights and remedies under this paragraph B. Contractor shall be responsible for all claims, costs, losses, damages, expenses and liabilities incurred or sustained by County in exercising such rights and remedies. A Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, County may deduct from moneys due Contractor, all claims, costs, losses and damages caused by or resulting from the correction or removal. If Contractor disagrees with County's calculations, Contractor may make a claim as provided in this Document .

9.5 Rights Upon Inspection or Correction

A. Contractor shall not be allowed an extension of Contract Time because of any delay in the performance of Work attributable to the exercise by County of its rights and remedies under this Article 9.5. Where County exercises its rights under this Article 9.5, it retains all other rights it has by law or under the Contract Documents including, but

not limited to, the right to terminate for default Contractor's right to proceed with the Work under the Contract Documents and/or make a claim or back charge where a Change Order cannot be agreed upon.

B. Inspection by County shall not relieve Contractor of its obligation to have furnished material and workmanship in accordance with Contract Documents. Payment for Work completed through periodic progress payments or otherwise shall not operate to waive County's right to require full compliance with Contract Documents and shall in no way be deemed as acceptance of the Work paid therefore. Contractor's obligation to complete the Work in accordance with Contract Documents shall be absolute, unless County agrees otherwise in writing. Contractor shall immediately correct defective Work upon Contractor's knowledge of the defective Work, regardless of County's issuance of a correction notice or otherwise identifying the defective Work.

9.6 Samples and Tests of Materials and Work

A. Contractor shall furnish, in such quantities and sizes as may be required for proper examination and tests, Samples or test specimens of all materials to be used or offered for use in connection with Work. Contractor shall prepare Samples or test specimens at its expense and furnish them to County. Contractor shall submit all Samples in ample time to enable County to make any necessary tests, examinations, or analyses before the time it is desired to incorporate the material into the Work.

9.7 Proof of Compliance of Contract Provisions

A. In order that County may determine whether Contractor has complied or is complying with requirements of Contract Documents not readily enforceable through inspection and tests of Work and materials, Contractor shall at any time, when requested, submit to County properly authenticated documents or other satisfactory proofs of compliance with all applicable requirements.

9.8 Acceptance

A. Inspection by County or its authorized agents or representatives, any order or certificate for the payment of money, any payment, acceptance of the whole or any part of Work by County, any extension of time, any verbal statements on behalf of County or its authorized agents or representatives shall not operate as a waiver or modification of any provision of the Contract Documents, or of any power reserved to County herein or therein or any right to damages provided in the Contract Documents. Any waiver of any breach of the Contract Documents shall not be held to be a waiver of any other subsequent breach.

10 CONTRACTOR'S ORGANIZATION AND EQUIPMENT

10.1 Contractor's Legal Address

A. Address and facsimile number given in Contractor's Bid are hereby designated as Contractor's legal address and facsimile number. Contractor may change its legal address and facsimile number by notice in writing, delivered to County, which in conspicuous language advises County of a change in legal address or facsimile number, and which County accepts in writing. Delivery of any drawings, notice, letter or other

communication to Contractor's legal address or depositing in any post office or post office box regularly maintained by the United States Postal Service, in a wrapper with postage affixed, directed to Contractor at legal address shall be deemed legal and sufficient service thereof upon Contractor. Facsimile to Contractor's designated facsimile number of any letter, memorandum, or other communication on standard or legal sized paper, with proof of facsimile transmission, shall be deemed legal and sufficient service thereof upon Contractor.

10.2 Contractor's Office at the Work Site

A. Contractor shall maintain an office at the Site, which office shall be headquarters of a Contractor representative authorized to transmit to and receive from County, communications, instructions or Drawings. Communications, instructions, or Drawings given to Contractor's representative or delivered at the Site office in representative's absence shall be deemed to have been given to Contractor.

10.3 Contractor's Superintendents or Forepersons

A. Contractor shall at all times while Work is being performed at site, be represented on Site by a competent resident Superintendent authorized and competent to receive and carry out any instructions that County may give, and shall be liable for faithful observance of instructions delivered to Contractor. Said Superintendent shall not be replaced without County's express written consent. The Superintendent shall be Contractor's representative at the Site and shall have complete authority to act on behalf of Contractor. All communications to and from the Superintendent shall be as binding as if given to or by Contractor. Communications, instructions, or Drawings given to Contractor's representative shall be deemed to have been given to Contractor.

B. In the event that the designated Superintendent is unable to be present at the site, Contractor shall designate a substitute Superintendent, subject to County's approval, and shall obtain County's consent as to time and duration of any such substitution.

10.4 Proficiency In English

A. Supervisors, security guards, safety personnel and employees who have unescorted access to the Site shall possess proficiency in the English language in order to understand, receive and carry out oral and written communications or instructions relating to their job functions, including safety and security requirements.

10.5 Contractor's and Subcontractors' Employees

A. Contractor shall employ, and shall permit its Subcontractors to employ, only competent and skillful personnel to do Work. If County notifies Contractor that any of its employees, or any of its Subcontractors' employees on Work is incompetent, unfaithful, disorderly or profane, or fails to observe customary standards of conduct or refuses to carry out any provision of the Contract Documents, or uses harassing, threatening or abusive language at the site to any person representing County or to any member of the public, or violates sanitary rules, or is otherwise unsatisfactory, and if County requests that such person be discharged from Work, then Contractor or its Subcontractor shall

immediately discharge such person from Work and the discharged person shall not be re-employed on the Work except with consent of County.

10.6 Contractor to List Trades Working

A. Contractor shall list the trades working on the Site and their scheduled activities on a daily basis, and provide a copy of that list to County.

10.7 Contractor's Use of the Site

A. Contractor shall not make any arrangements with any person to permit occupancy or use of any land, structure or building within the limits of the Work, for any purpose whatsoever, either with or without compensation, in conflict with any agreement between County and any owner, former owner or tenant of such land, structure or buildings. Contractor may not occupy County-owned property outside the limit of the Work as indicated on the Drawings unless it obtains prior approval from County.

11 PROSECUTION AND PROGRESS OF THE WORK

11.1 Schedules and Examinations of Contract Documents

A. Contractor shall submit schedules, reports, and submittals in the appropriate quantity and within the required time, arrange conferences and meetings and proceed with the Work in accordance with Contract Documents, including Sections 013150 (Project Meetings), 013200 (Construction Progress Documentation), and 013300 (Submittal Procedures).

B. Contractor shall submit to County for review and discussion:

1. At the Preconstruction Conference described in Section 013150 (Project Meetings), Progress Schedules and Reports as required by Sections 013200 (Construction Progress Documentation) and 013300 (Submittal Procedures). Contractor shall utilize Progress Schedule in planning, scheduling, coordinating, performing and controlling Work (including all activities of Subcontractors, assigned contractors, equipment vendors and suppliers). Contractor shall update Progress Schedule on a monthly basis to depict accurately the actual progress of Work and for evaluating and preparing Contractor's monthly progress payments. Contractor's failure to submit and maintain an acceptable Progress Schedule may, in County's discretion, and without limiting the materiality of Contractor's other obligations under the Contract Documents, constitute grounds to declare Contractor in material breach of the Contract Documents.

2. Seven (7) Days after Commencement Date, but no later than the Preconstruction Conference (whichever is earlier), a preliminary Schedule of Values conforming to Section 012000 (Price and Payment Procedures) Paragraph 1.6.C. See Section 012000 (Price and Payment Procedures) for further requirements regarding the Schedule of Values.

C. Unless otherwise provided in the Contract Documents, County will review for acceptability the schedules submitted in accordance with Paragraph B of this Document .

Contractor shall make corrections and adjustments to complete and resubmit the schedules and shall secure County's written acceptance prior to submitting first payment request. Schedules shall be updated and completed as required by Sections 012000 (Price and Payment Procedures), 013200 (Construction Progress Documentation) and 013300 (Submittal Procedures). No progress or mobilization payment shall be due or owing to Contractor until the schedules are submitted to and acceptable to County as meeting the requirements of the Contract Documents, including Sections 012000 (Price and Payment Procedures), 013200 (Construction Progress Documentation) and 013300 (Submittal Procedures). County's acceptance of Contractor's schedules will not create any duty of care or impose on County any responsibility for the sequencing, scheduling or progress of Work nor will it interfere with or relieve Contractor from Contractor's full responsibility therefore.

11.2 Commencement of Work Notification

A. Before commencing any portion of Work, Contractor shall inform County in writing as to time and place at which Contractor wishes to commence Work, and nature of Work to be done, in order that proper provision for inspection of Work may occur, and to assure measurements necessary for record and payment. Information shall be given to County in a reasonable time in advance of time at which Contractor proposes to begin Work, so that County may complete necessary preliminary work without inconvenience or delay to Contractor.

11.3 Submittals

A. Contractor shall submit Submittals to County (or Architect if County so designates) for review in strict accordance with Section 013300 (Submittal Procedures). Submission of a Submittal shall constitute Contractor's representation that all requirements of Section 013300 (Submittal Procedures) have been complied with. All Submittals will be identified as County may require and in the number of copies specified in Section 013300 (Submittal Procedures).

B. Contractor shall not perform Work that requires submission of a Submittal prior to submission and favorable review of the Submittal. Where a Submittal is required by Contract Documents or the final Schedule of Submittals (if required) accepted by County, any related Work performed prior to County's approval of the pertinent Submittal shall be at the sole expense, responsibility, and risk of Contractor.

11.4 Contractor to Supply Sufficient Workers and Materials

A. Unless otherwise required by County under the terms of Contract Documents, Contractor shall at all times keep on the Site materials and employ qualified workers sufficient to prosecute Work at a rate and in a sequence and manner necessary to complete Work within the Contract Time. This obligation shall remain in full force and effect notwithstanding disputes or claims of any type.

B. At any time during progress of Work should Contractor directly or indirectly (through Subcontractors) refuse, neglect, or be unable to supply sufficient materials or employ qualified workers to prosecute the Work as required, then County may issue a written

notice to Contractor, requiring Contractor to accelerate the Work and/or furnish additional qualified workers or materials as County may consider necessary, at no cost to County. If Contractor does not comply with the notice within five (5) Days of date of service thereof, County shall have the right (but not a duty) to provide materials and qualified workers to finish the Work or any affected portion of Work, as County may elect. County may, at its discretion, exclude Contractor from the Site, or portions of the Site or separate Work elements during the time period that County exercises this right. County will deduct from moneys due or which may thereafter become due under the Contract Documents, the sums necessary to meet expenses thereby incurred and paid to persons supplying materials and doing Work. County will deduct from funds or appropriations set aside for purposes of Contract Documents the amount of such payments and charge them to Contractor as if paid to Contractor. Contractor shall remain liable for resulting delay, including liquidated damages and indemnification of County from claims of others.

C. Exercise by County of the rights conferred upon County in Paragraph B of this Document , is entirely discretionary on the part of County. County shall have no duty or obligation to exercise the rights referred to in Paragraph B of this Document and its failure to exercise such rights shall not be deemed an approval of existing Work progress or a waiver or limitation of County's right to exercise such rights in other concurrent or future similar circumstances. The rights conferred upon County under Paragraph B of this Document are cumulative to County's other rights under any provision of the Contract Documents.

D. The County may, if it deems necessary for reasons other than those described in Paragraph 10.6.B, direct Contractor to accelerate the Work by increasing crew sizes, working overtime (as permitted by law) and/or performing shift work. If directed to perform overtime and/or shift work, Contractor will work said overtime and/or shift work, and the County shall pay Contractor solely for the additional premium wages paid, plus taxes imposed by law on such additional wages. Unless otherwise directed by the County, accelerated work shall be performed utilizing the most cost-effective available method. For example, the County shall not be responsible to pay the premium for overtime work if the same work could have been performed on second shift utilizing a lower premium.

11.5 Contractor's Project Data

A. Contractor shall maintain full and correct information as to the number of workers employed in connection with each subdivision of Work, the classification and rate of pay of each worker in form of certified payrolls, the cost to Contractor of each class of materials, tools and appliances used by Contractor in Work, and the amount of each class of materials used in each subdivision of Work. Upon County's request, Contractor shall provide County with copies of certified payrolls and related documentation. If Contractor maintains or is capable of generating summaries or reports comparing actual Project costs with Bid estimates or budgets, Contractor shall provide County with a copy of such report upon County's request and whenever it is generated.

B. Contractor shall maintain daily job reports recording all significant activity on the job, including the number of workers on Site, Work activities, problems encountered and delays. Contractor shall provide County with copies for each Day Contractor works on the Project, to be delivered to County either the same Day or the following morning before starting Work at the Site. Contractor shall take monthly progress photographs of all areas of the Work. Contractor shall maintain copies of all correspondence with Subcontractors and records of meetings with Subcontractors.

C. County shall have the right to audit and copy Contractor's books and records of any type, nature or description relating to the Project (including but not limited to financial records reflecting in any way costs claimed on the Project), and to inspect the Site, including Contractor's trailer, or other job Site office, and this requirement shall be contained in the subcontracts of Subcontractors working on Site. By way of example, County shall have the right to inspect and obtain copies of all Contract Documents, planning and design documents, Bid proposal and negotiation documents (subject to Document 006700 [Escrow Bid Documents] if required by the Contract Documents), cost records and job cost variance reports, design modification proposals, value engineering or other cost reduction proposals, revisions made to the original design, job Progress Reports, photographs, and as-built drawings maintained by Contractor. County and any other applicable governmental entity shall have the right to inspect all information and documents maintained under this Paragraph 11.5 at any time during the Project and for a period of five years following Substantial Completion. This right of inspection shall not relieve Contractor of its duties and obligations under the Contract Documents. This right of inspection shall be specifically enforceable in a court of law, either independently or in conjunction with enforcement of any other rights in the Contract Documents.

D. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Contract Modifications, Change Orders, Construction Change Directives, Force Account orders, and written interpretations and clarifications in good order and annotated to show all changes made during construction. These Project Record Documents, together with all approved Samples and a counterpart of all approved Shop Drawings, shall be maintained and available to County for reference. Upon completion of the Work, Contractor shall deliver to County, the Project Record Documents.

12 CLAIMS BY CONTRACTOR/NON-JUDICIAL SETTLEMENT PROCEDURE

12.1 Scope

A. The claim notice and documentation procedure described in this Article 12.1 applies to all claims and disputes arising under the Contract Documents, including without limitation any claim or dispute by any Subcontractor or material supplier, and any claims

arising under tort law as well as contract law. All Subcontractor and supplier claims of any type shall be brought only through Contractor as provided in this Article 12.1. Under no circumstances shall any Subcontractor or supplier make any direct claim against County.

B. "Claim" means a separate written demand, sent by Contractor by registered mail or certified mail with return receipt requested, seeking, as a matter of right, the payment of money, the adjustment or interpretation of Contract Documents terms, or other relief arising under or relating to Contract Documents. In order to qualify as a "claim," the written demand must state that it is a claim submitted under this Article 12.1. A voucher, invoice, proposed change, Application for Payment, cost proposal, RFI, change order request, or other routine or authorized form of request for payment is not a claim under the Contract Documents. If such request is disputed as to liability or amount, then the disputed portion of the submission may be converted to a claim under the Contract Documents by submitting a separate notice and claim in compliance with claim submission requirements herein.

C. The provisions of this Article constitute a non-judicial claim settlement procedure, and also step one of a two step claim presentment procedure by agreement under Section 930.2 of the California Government Code. Specifically, step one is compliance with this claims procedure and filing/administering timely claims in accordance with the Contract Documents. Step two is filing a timely Government Code Section 910 claim in accordance with the California Government Code. Any Government Code Section 910 claims shall be presented in accordance with the Government Code and shall affirmatively indicate Contractor's prior compliance with the claims procedure herein and previous dispositions under this Article.

D. The provisions of this Article shall survive termination, breach or completion of the Contract Documents. Contractor shall bear all costs incurred in the preparation and submission of a claim.

12.2 Procedure

A. Disputed Work. Should any clarification, determination, action or inaction by County, Architect/Engineer, or third party, Work, or any other event whatsoever, in the opinion of Contractor, exceed the requirements of or not comply with Contract Documents in any way, or otherwise result in Contractor seeking additional compensation in time or money or damages for any reason (collectively "Disputed Work"), then Contractor shall so notify County. Contractor and County shall make good faith attempts to resolve informally any and all such issues, claims and/or disputes.

B. Duty to Work During Disputes. Notwithstanding any dispute or Disputed Work, Contractor shall continue to prosecute the Work and the Disputed Work in accordance with the determinations of County. Contractor's sole remedy for Disputed Work is to pursue the remedies in this Article and follow the determinations of County.

C. Timely Notice of Disputed Work Required. Before commencing any Disputed Work, or within ten (10) Days after Contractor's first knowledge of the Disputed Work, whichever

is earlier, Contractor shall file a written notice and preliminary cost proposal for the Disputed Work with County, stating clearly and in detail its objection and reasons for contending the Disputed Work is outside or in breach of the requirements of Contract Documents. The written notice must identify the subcontractors, vendors, and suppliers affected, if any, sufficient for County to visit the site to inspect the work and/or conduct a telephonic interview of the persons involved, and/or to photograph the work in question; and Contractor is encouraged to supply digital photographs by email if possible. The preliminary cost proposal must provide a good faith preliminary estimate of the labor (workers, crews), equipment and/or materials involved, and a corresponding good faith preliminary estimate of cost. If a written notice and preliminary cost proposal for Disputed Work is not issued within this time period, or if Contractor proceeds with the Disputed Work without first having given the notice of the Disputed Work, Contractor shall waive its rights to further claim on the specific issue.

D. Timely Notice of Potential Claims Required. County will review Contractor's timely notice and preliminary cost proposal for Disputed Work and provide a decision. If, after receiving the decision, Contractor disagrees with it or still considers the Work required of it to be outside of the requirements of Contract Documents, then Contractor shall so notify County, in writing, within ten (10) Days after receiving the decision, by submitting a notice of potential claim, stating that a claim will be issued. (If County should fail to provide a decision on a notice and preliminary cost proposal within thirty (30) days, then Contractor shall submit a notice of potential claim within ten days following the thirtieth (30th) day, i.e., by the 40th day following the notice and preliminary cost proposal.) Contractor shall continue to prosecute the Disputed Work to completion.

E. Quarterly Claims Required. At the end of each calendar year quarter (March 31, June 30, September 30 and December 31) of each year, for each and every notice of potential claim that Contractor may have submitted in that quarter, Contractor shall submit a claim in the form specified herein. If a notice of potential claim pertains to Disputed Work that is ongoing at the end of the quarter, Contractor shall file a Potential Claim Update, as described herein, in lieu of the claim referenced in such notice of potential claim. Contractor may defer until the next reporting period the filing of a claim for any notices of potential claim timely issued within the last fifteen (15) days of the prior quarter. Contractor may file a single consolidated claim each quarter, or may file separate claims each quarter, as Contractor sees fit, provided Contractor complies with the requirements below. The claim(s) shall include all arguments, justification, cost or estimates, schedule analysis, and detailed documentation supporting Contractor's position (further described below). Claims stating that damages, total damages (direct and indirect), schedule impact and/or any time extension will be determined at a later date shall not comply with this subparagraph and shall result in Contractor waiving its claim(s). Contractor shall also maintain a continuing "claims log" that shall list all outstanding claims and their value, and provide such log to County quarterly.

F. Quarterly Updates to Notices of Potential Claims Required. If Disputed Work for which a notice of potential claim has been filed continues beyond the end of the calendar

quarter, then Contractor shall, every quarter until the Disputed Work ceases, submit to County a document titled "Potential Claim Update" that shall update and quantify all elements of the potential claim as completely as possible, including damages (direct and indirect), schedule impact and/or any time extension to date. Contractor's failure to submit a Potential Claim Update, or to quantify damages (direct and indirect), schedule impact and/or any time extension to date, in any quarter shall result in waiver of the claim for such quarter. Potential Claim Updates stating that damages (direct and indirect), schedule impact and/or any time extension to date will be determined at a later date shall not comply with this subparagraph and shall result in Contractor waiving its claim(s) for each quarter in which such Potential Claim Updates were submitted. At the end of the quarter in which the Disputed Work is completed, Contractor shall submit a claim as provided herein.

G. Claim Negotiations Required. Upon receipt of Contractor's claim including all arguments, justifications, cost or estimates, schedule analysis, and documentation supporting its position as required herein, County or its designee will review the issue and render a determination within forty-five (45) days of submission, or such longer period as may be allowed pursuant to section 9204 of the Public Contract Code. Before rendering a determination, County may in its discretion conduct an administrative hearing on Contractor's claim, in which case Contractor shall appear, participate, answer questions and inquiries, and present any further document, schedules or analysis requested by County to evaluate and decide Contractor's claim. Should County take no action on the claim within forty-five (45) days of submission, or such longer period as may be allowed pursuant to section 9204 of the Public Contract Code, it shall be deemed denied. Consistent with Public Contract Code section 9204, if County takes any action on the claim, it will provide Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. County shall tender any payment due to Contractor on any undisputed portion of a claim within sixty (60) days after County issues its written statement. If Contractor disputes County's written response, or if County fails to respond to a claim tendered pursuant to this Article within the time period prescribed, Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, County will schedule a meet and confer conference within thirty (30) days for settlement of the dispute. Within ten (10) business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, County will provide Contractor with a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim will be tendered within sixty (60) days after County issues its written statement. Any disputed portion of the claim, as identified by Contractor in writing, shall be submitted to nonbinding mediation, with County and Contractor sharing the associated costs equally. County and Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the claim has been identified in writing. 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 with regard to 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. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to the remaining procedures required by this Article 12.2. At the time any disputed claim or portion of a claim is submitted to nonbinding mediation, all other claims and portions of claims that remain in dispute shall also be submitted for the same mediation, provided that each has been discussed at a meet and confer conference and has not already been submitted to mediation. Contractor and County may mutually agree upon a written waiver of mediation, claims resolution protocols, neutral facilitators or mediators, or other alternative dispute resolution procedures, as appropriate and consistent with the Public Contract Code, including Sections 9204 and 20104 et seq.

H. If a claim submitted in accordance with this Article 12.2 totals less than $375,000, then claims resolution shall proceed in a manner consistent with Public Contract Code Sections 9204 and 20104 et seq.

12.3 Administration During/After Claim Submission

A. Owner may render a final determination based on the Claim or may, in its discretion, conduct an administrative hearing on Contractor's claim, in which case Contractor shall appear, participate, answer questions and inquiries, and present any further evidence or analysis requested by Owner prior to rendering a final determination. Should Owner take no action on the Claim within forty-five (45) Days of submission, or such longer period as may be allowed pursuant to Section 9204 of the Public Contract Code, it shall be deemed denied. Consistent with Public Contract Code section 9204, if Owner takes any action on the Claim, it will provide Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Owner shall tender any payment due to Contractor on any undisputed portion of a Claim within sixty (60) Days after Owner issues its written statement.

B. If Contractor disputes Owner's written response, or if Owner fails to respond to a Claim tendered pursuant to this Section 00700 within the time prescribed, Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, Owner will schedule a meet and confer conference within thirty (30) days for settlement of the dispute. Within ten (10) business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, Owner will provide Contractor with a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim will be tendered within sixty (60) days after Owner issues its written statement. Any disputed portion of the Claim, as identified by Contractor in writing, shall be submitted to nonbinding mediation, with the Owner and the Contractor sharing the associated costs equally. The Owner and Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the Claim has been identified in writing. 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 with regard to 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. If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be subject to the remaining procedures of this Article 12. For each claim, Contractor shall establish a direct causal link between the item of cost/time requested, the notice of potential claim timely issued, and the specific changed Work asserted. Total cost claims shall not be allowed.

C. Notwithstanding and pending the resolution of any claim or dispute, Contractor shall diligently prosecute the disputed work to final completion in accordance with Owner's determination.

D. After their submission, claims less than $375,000 shall also be subject to the Local Agency Disputes Act (Public Contract Code §§ 20104 et seq.), which provides further requirements to meet and confer, mediate and arbitrate before proceeding with a Government Code Claim in accordance with the procedures specified in this Article 12.

12.4 Subcontractor Claims

A. Contractor shall present as its claims all Subcontractor, sub-Subcontractor and supplier claims of any type, and prove them under the terms of the Contract Documents. County shall not be directly liable to any Subcontractor, any supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages or extra costs of any type arising out of or resulting from the Project.

12.5 Waiver

A. If Contractor fails to comply with this Article 12 as to any claim, then Contractor shall waive its rights to such claim.

B. All claim(s), Disputed Work items or issue(s) not raised in a timely notice, timely notice of potential claim or timely claim submitted under this Article 12, may not be asserted in any subsequent Government Code section 910 claim, litigation or legal action.

C. Contractor may request an extension of time to comply with the claims procedure herein, but must do so in advance of time periods expiring and County must give its approval in writing (which approval may be withheld in County discretion.) As to any other feature of the claim procedure herein (and its claims waiver feature), it may not be waived or altered absent a written change order signed by both parties and approved as to form by their legal counsel.

D. County shall not be deemed to waive or alter any provision under this Article 12, if at County's sole discretion, a claim is administered in a manner not in accord with this Article 12.

13 LEGAL AND MISCELLANEOUS

13.1 Laws and Regulations

A. Contractor shall keep fully informed of and shall comply with all laws, ordinances, regulations and orders of any properly constituted authority affecting the Contract Documents, Work and persons connected with Work, and shall protect and indemnify County and its officers, employees, consultants and agents against any claim or liability, including attorney's fees, arising from or based on violation of law, ordinance, regulation or order, whether by Contractor or by Subcontractors, employees or agents. Authorized persons may at any time enter upon any part of Work to ascertain compliance of all applicable laws, ordinances, regulations and orders.

B. Whenever Drawings and Specifications require higher standards than are required by any applicable law, ordinance, regulation or order, Drawings and Specifications shall govern. Whenever Drawings and Specifications require something that will violate such laws, ordinances, regulations or orders, then such laws, ordinances, regulations or orders shall govern.

C. Contractor shall comply with applicable portions of Title 8 (Industrial Relations), Title 19 (Public Safety), Title 22 (Social Security, Division of Health) and Title 24 (California Building Standards Code), California Code of Regulations (Uniform Building Code) (most recent edition), Public Contract Code. Whenever Contract Documents require larger sizes or higher standards than are required by any applicable law, ordinance, regulation or order, Contract Documents shall govern. Whenever Contract Documents require something that will violate such laws, ordinances, regulations or orders, then such laws, ordinances, regulations or orders shall govern.

13.2 Permits and Taxes

A. County will pay applicable building permits, school, sanitation and water demand fees, except as otherwise provided in Section 011000 (Summary). Unless otherwise noted in Section 011000 (Summary), Contractor shall procure all permits and licenses applicable to the Work (including environmental matters to the extent applicable); pay all charges and fees, including fees for street opening permits; comply with, implement and acknowledge effectiveness of all permits; initiate and cooperate in securing all required notifications or approvals therefore; and give all notices necessary and incident to due and lawful prosecution of Work. Contractor shall pay all fees related to deferred submittals such as, but not limited to, fire sprinkler system, underground utilities, fuel storage tank and fire alarm system. Contractor shall pay all sales and/or use taxes levied on materials, supplies, or equipment purchased and used on or incorporated into Work, and all other taxes properly assessed against equipment or other property used in connection with Work, without any increase in the Contract Sum. Contractor shall make necessary arrangements with proper authorities having jurisdiction over roads, streets, pipelines, navigable waterways, railroads, and other works in advance of operations, even where County may have already obtained permits for the Work.

13.3 Suspension of Work

A. County may, without cause, order Contractor in writing to suspend, delay or interrupt Work in whole or in part for such period of time as County may determine. An adjustment shall be made for increases in cost of performance of Work of the Contract Documents caused by any such suspension, delay or interruption, calculated using the measures set forth in Section 012600 (Contract Modification Procedures). No adjustment shall be made to extent that:

B. Performance is, was or would have been so suspended, delayed or interrupted by another cause for which Contractor is responsible; or

C. An equitable adjustment is made or denied under any other provision of Contract Documents; or

D. The suspension of Work was the direct or indirect result of Contractor's failure to perform any of its obligations hereunder. Adjustments made in cost of performance may have a mutually agreed fixed or percentage fee; if the parties cannot agree, Contractor may file a claim under Article of this Document 007200.

13.4 Termination of Contract for Cause

A. County may declare Contractor in default of Contract Documents and County may terminate Contractor's right to proceed under the Contract Documents for cause:

1. Should Contractor make an assignment for the benefit of creditors; admit in writing its inability to pay its debts as they become due; file a voluntary petition in bankruptcy; be adjudged as bankrupt or insolvent; be the subject of an involuntary petition in bankruptcy which is not dismissed within sixty (60) Days; file a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law, or regulation; file any answer admitting or not contesting the material allegations of a petition filed against Contractor in any such proceeding; or seek, consent to, or acquiesce in, the appointment of any trustee, receiver, custodian or liquidator of Contractor or of all or any substantial part of its properties or if Contractor, its directors or shareholders, take action to dissolve or liquidate Contractor; or

2. Should Contractor commit a material breach of the Contract Documents. If County declares Contractor in default due to material breach, however, County must allow Contractor an opportunity to cure such breach within ten (10) Days of the date of notice from County to Contractor providing notice of the default; or, if such breach is curable but not curable within such ten (10)-Day period, within such period of time as is reasonably necessary to accomplish such cure; or

3. Should Contractor violate or allow (by a Subcontractor or other person or entity for which Contractor is responsible) a violation of any valid law, statute, regulation, rule, ordinance, permit, license or order of any governmental agency

applicable to the Project or Work and does not cure (or cause to be cured) such violation within ten (10) Days of the date of the notice from County to Contractor demanding such cure; or, if such violation is curable but not curable within such ten (10)-Day period, within such period of time as is reasonably necessary to accomplish such cure.

B. In order for Contractor to avail itself of a time period in excess of ten (10) Days, pursuant to Subsections A.2 and A.2, Contractor must provide County within the ten (10)-Day period with a written plan acceptable to County to cure said breach or violation which includes, for example, evidence of necessary resources, Subcontractor commitments, schedules and recovery schedules meeting Contract Document requirements and showing a realistic and achievable plan to cure the breach or violation. Contractor must then diligently commence and continue such cure according to the written plan.

C. If County at any time reasonably believes that Contractor is or may be in default under the Contract Documents as provided in Paragraph A of this Document , County may in its sole discretion notify Contractor of this fact and request written assurances from Contractor of performance of Contract Documents and a written plan from Contractor to remedy any default under the terms of Contract Documents which County may advise Contractor of in writing. Contractor shall, within ten (10) Days of County's request, deliver a written cure plan which meets the requirements of the written plan deliverable under Paragraph A.2 of this Document 007200. Failure of Contractor to provide such written assurances of performance and the required written plan, within ten (10) Days of request, will constitute a material breach of Contract Documents sufficient to justify termination for cause.

D. In event of termination for cause, County will immediately serve written notice thereof upon Surety and Contractor. Surety shall have the rights and obligations set forth in Document 006113.13 (Performance Bond). Subject to the Surety's rights under the Performance Bond (which rights are waived upon a default thereunder), County may take over the Work and prosecute it to completion by contract or by any other methods it may deem advisable.

E. In the event of termination by County as provided in Paragraph A of this Document 007200, for cause:

1. County will compensate Contractor for the value of the Work delivered to County upon termination as determined in accordance with the Contract Documents, subject to all rights of offset and back charges, and provided that Contractor provides County with updated as-builts and Project Record Documents showing the Work performed up to the date of termination. However, County will not compensate Contractor for its costs in terminating the Work or any cancellation charges owed to third parties.

2. Contractor shall deliver to County possession of the Work in its then condition including, but not limited to, all designs, engineering, Project records, Project Record Documents, cost data of all types, Drawings and Specifications and

contracts with vendors and Subcontractors, all other documentation associated with the Project, and all construction supplies and aids dedicated solely to performing the Work which, in the normal course of construction, would be consumed or only have salvage value at the end of the construction period. Contractor shall remain fully liable for the failure of any Work completed and materials and equipment provided through the date of such termination to comply with the provisions of the Contract Documents. The provisions of this Paragraph 13.4.E shall not be interpreted to diminish any right which County may have to claim and recover damages for any breach of Contract Documents or otherwise, but rather, Contractor shall compensate County for all loss, cost, damage, expense, and/or liability suffered by County as a result of such termination and failure to comply with Contract Documents.

F. County's rights under Paragraph 13.4E.2 shall be specifically enforceable to the greatest extent permitted by law. County shall, to the extent applicable, have all other rights and remedies set forth in any Contract Document.

G. County may terminate portions or parts of the Work for cause, provided these portions or parts (i) have separate geographic areas from parts or portions of the Work not terminated or (ii) are limited to the Work of one or more specific trades or Subcontractors. In such case, Contractor shall cooperate with other contractors as required under Article of this Document 007200.

H. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience, and Contractor shall have no greater rights than it would have had following a termination for convenience. Any Contractor claim arising out of a termination for cause shall be made in accordance with Article 12 of this document and calculated in accordance with the provisions of the Contract Documents on Change Orders and claims. No other loss cost, damage, expense or liability may be claimed, requested or recovered by Contractor.

13.5 Termination of Contract for Convenience

A. County may terminate performance of the Work under the Contract Documents in accordance with this clause in whole, or from time to time in part, whenever County shall determine that termination is in County's best interest. Termination shall be effected by County delivering to Contractor notice of termination specifying the extent to which performance of the Work under the Contract Documents is terminated and the effective date of the termination.

B. After receiving a notice of termination under Paragraph A of this Document 007200 , and except as otherwise directed by County, Contractor shall:

1. Stop Work under the Contract Documents on date and to extent specified in notice of termination;

2. Place no further orders or subcontracts for materials, services, or facilities except as necessary to complete portion of Work under the Contract Documents which is not terminated;

3. Terminate all orders and subcontracts to extent that they relate to performance of Work terminated by the notice of termination;

4. Assign to County in manner, at times, and to extent directed by County, all right, title, and interest of Contractor under orders and subcontracts so terminated. County shall have the right, in its sole discretion, to settle or pay any or all claims arising out of termination of orders and subcontracts;

5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with approval or ratification of County to extent County may require. County's approval or ratification shall be final for purposes of this Paragraph 13.5;

6. Transfer title to County, and deliver in the manner, at the times, and to the extent, if any, directed by County, all fabricated or unfabricated parts, Work in process, completed Work, supplies, and all other material produced as part of, or acquired in connection with performance of, Work terminated by the notice of termination, and completed or partially completed drawings, drawings, specifications, information, and other property which, if the Project had been completed, would have been required to be furnished to County;

7. Use its best efforts to sell, in manner, at times, to extent, and at price or prices that County directs or authorizes, any property of types referred to in Paragraph 13.5B.6 of this Document 007200 , but Contractor shall not be required to extend credit to any purchaser, and may acquire any such property under conditions prescribed and at price or prices approved by County. Proceeds of transfer or disposition shall be applied to reduce payments to be made by County to Contractor under the Contract Documents or shall otherwise be credited to the price or cost of Work covered by Contract Documents or paid in such other manner as County may direct;

8. Complete performance of the part of the Work which was not terminated by the notice of termination; and

9. Take such action as may be necessary, or as County may direct, to protect and preserve all property related to Contract Documents which is in Contractor's possession and in which County has or may acquire interest.

C. After receipt of a notice of termination under Paragraph 13.5A of this Document 007200, Contractor shall submit to County its termination claim, in form and with all certifications required by Article of this Document 007200. Contractor's termination claim shall be submitted promptly, but in no event later than six (6) months from effective date of the termination. Contractor and County may agree upon the whole or part of the amount or amounts to be paid to Contractor because of a total or partial

termination of Work under this Paragraph 13.5. If Contractor and County fail to agree on the whole amount to be paid to Contractor because of the termination of the Work under this Paragraph 13.5, County's total liability to Contractor by reason of the termination shall be the total (without duplication of any items) of:

1. The reasonable cost to Contractor, without profit, for all Work performed prior to the effective date of the termination, including Work done to secure the Project for termination. Reasonable cost may not exceed the applicable percentage completion values derived from the Progress Schedule and the schedule of values. Deductions shall be made for cost of materials to be retained by Contractor, cost of Work defectively performed, amounts realized by sale of materials, and for other appropriate credits against cost of Work. Reasonable cost will include reasonable allowance for Project overhead and general administrative overhead not to exceed a total of ten percent of direct costs of such Work. When, in County's opinion, the cost of any item of Work is excessively high due to costs incurred to remedy or replace Defective or rejected Work, reasonable cost to be allowed will be the estimated reasonable cost of performing the Work in compliance with requirements of Contract Documents and excessive actual cost shall be disallowed.

2. A reasonable allowance for profit on cost of Work performed as determined under Paragraph 13.5C.1 of this Document 007200, provided that Contractor establishes to County's satisfaction that Contractor would have made a profit had the Project been completed, and provided further that the profit allowed shall not exceed five percent (5%) of cost.

3. Reasonable costs to Contractor of handling material returned to vendors, delivered to County or otherwise disposed of as directed by County.

4. A reasonable allowance for Contractor's internal administrative costs in preparing termination claim.

5. Except as provided in this Paragraph 13.5C of this Document 007200, County shall not be liable for costs incurred by Contractor or Subcontractors after receipt of a notice of termination. Such non-recoverable costs include, but are not limited to, anticipated profits on Work not performed as of the date of termination, post-termination employee salaries, post-termination general administrative expenses, post-termination overhead or unabsorbed overhead, costs of preparing and submitting Contractor's Bid, attorney's fees of any type, and all costs relating to prosecution of claim or lawsuit.

D. County shall have no obligation to pay Contractor under this Paragraph 13.5 unless and until Contractor provides County with updated and acceptable as-builts and Project Record Documents for Work completed prior to termination.

E. In arriving at the amount due Contractor under this clause, there shall be deducted:

1. All unliquidated advances or other payments on account previously made to Contractor which are applicable to the terminated portion of Contract Documents;

2. Any claim which County may have against Contractor in connection with Contract Documents; and

3. The agreed price for, or proceeds of sale of, any materials, supplies, or other things kept by Contractor or sold under provisions of this Paragraph 13.5, and not otherwise recovered by or credited to County.

13.6 Contingent Assignment of Subcontracts

A. Contractor hereby assigns to County each Subcontract for a portion of the Work, provided that:

1. The assignment is effective only after County's termination of Contractor's right to proceed under the Contract Documents (or portion thereof relating to that Subcontract) pursuant to Paragraphs 13.4 or 13.5 of this Document 007200.

2. The assignment is effective only for the Subcontracts which County expressly accepts by notifying the Subcontractor in writing;

3. The assignment is subject to the prior rights, if any, of the Surety, obligated by Document 006113.13 (Performance Bond Form) provided under the Contract Documents, where the Surety exercises its rights to complete the Contract;

4. After the effectiveness of an assignment, Contractor shall, at its sole cost and expense (except as otherwise provided in Paragraphs 13.4 or 13.5 of this Document 007200), sign all instruments and take all actions reasonably requested by County to evidence and confirm the effectiveness of the assignment in County; and

5. Nothing in this Paragraph 13.6 shall modify or limit any of Contractor's obligations to County arising from acts or omissions occurring before the effectiveness of any Subcontract assignment, including but not limited to all defense, indemnity and hold-harmless obligations arising from or related to the assigned Subcontract.

13.7 Remedies and Contract Integration

A. Subject to Contract Documents provisions regarding Contractor claims, claim review, and claim resolution, and subject to the limitations therein, the exclusive jurisdiction and venue for resolving all claims, counterclaims, disputes and other matters in question between County and Contractor arising out of or relating to Contract Documents, any breach thereof or the Project shall be the applicable court of competent jurisdiction located in the State of California, County of Sonoma. All County remedies provided in the Contract Documents shall be taken and construed as cumulative and not exclusive; that is, in addition to each and every other remedy herein provided; and in all instances

County shall have any and all other equitable and legal rights and remedies which it would have according to law.

B. The Contract Documents, any Contract Modifications, and Change Orders shall represent the entire and integrated agreement between County and Contractor regarding the subject matters hereof and thereof and shall constitute the exclusive statement of the terms of the parties' agreement. The Contract Documents, and any Contract Modifications and Change Orders, shall supersede any and all prior negotiations, representations or agreements, written or oral, express or implied, that relate in any way to the subject matter of the Contract Documents or written Modifications. County and Contractor represent and agree that, except as otherwise expressly provided in the Contract Documents, they are entering into the Contract Documents and any subsequent written Modification in sole reliance upon the information set forth or referenced in the Contract Documents or Contract Modifications and the parties are not and will not rely on any other information.

C. In any proceeding to enforce the Contract Documents, Contractor and County agree that the finder of fact shall receive detailed instructions on the meaning and operation of the Contract Documents, including their conditions, limitations of liability and remedies clauses, claims procedures and any other provisions impacting major defenses and theories of liability of the parties. Detailed findings of fact shall be requested, to verify Contract enforcement.

D. Either party's waiver of any breach or failure to enforce any of the terms, covenants, conditions or other provisions of the Contract Documents at any time shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision hereof, any course **of dealing or custom of the trade or oral representations notwithstanding.**

13.8 Patents

A. Fees or claims for any patented invention, article or arrangement that may be used upon or in any manner connected with performance of the Work or any part thereof shall be included in the Bid price for doing the Work. Contractor shall defend, indemnify and hold harmless County and each of its officers, employees, consultants and agents, including, but not limited to, the Board and each County's Representative, from all damages, claims for damages, costs or expenses in law or equity, including attorney fees, arising from or relating to any claim that any article supplied or to be supplied under the Contract Documents infringes on the patent rights, copyright, trade name, trademark, service mark, trade secret or other intellectual property right of any person or persons or that the person or entity supplying the article does not have a lawful right to sell the same. Such costs or expenses for which Contractor agrees to indemnify and hold harmless the above indemnities include but are not limited to any and all license fees, whether such fees are agreed by any indemnitee or ordered by a court or administrative body of any competent jurisdiction.

13.9 Substitution for Patented and Specified Articles

A. Except as noted specifically in Specifications, whenever in Specifications, material or process is designated by patent or proprietary name or by name of manufacturer, such designation shall be deemed to be used for purpose of facilitating description of material and process desired, and shall be deemed to be followed by the words "or Approved Equal" and Contractor may offer any substitute material or process that Contractor considers "equal" in every respect to that so designated and if material or process offered by Contractor is, in opinion of County, Equal in every respect to that so designated, its use will be approved. However, Contractor may utilize this right only by timely submitting Document 00660 (Substitution Request Form) as provided in Document 002113 (Instructions to Bidders). A substitution will be approved only if it is a true Equal item in every aspect of its design and quality, including but not limited to its dimensions, weights, service requirements, durability, functioning, impact on contiguous construction elements, overall schedule, and design.

13.10 Interest of Public Officers

A. No representative, officer, or employee of County, no member of the governing body of the locality in which the Project is situated, no member of the locality in which County was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Project, during the tenure of the official or for one year thereafter, shall, as principal, agent, attorney or otherwise, be directly or indirectly interested, in the Contract Documents or the proceeds thereof.

13.11 Limit of Liability

A. COUNTY, AND EACH OF ITS OFFICERS, BOARD MEMBERS, EMPLOYEES, CONSULTANTS AND AGENTS INCLUDING, BUT NOT LIMITED TO, ARCHITECT AND EACH OTHER COUNTY REPRESENTATIVE, SHALL HAVE NO LIABILITY TO CONTRACTOR FOR SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, EXCEPT TO THE LIMITED EXTENT THAT THESE CONTRACT DOCUMENTS OR APPLICABLE PUBLIC CONTRACTING STATUTES MAY SPECIFY THEIR RECOVERY.

13.12 Severability

A. Any provisions or portions thereof of Contract Documents that are prohibited by, unlawful, or unenforceable under any applicable law of any jurisdiction shall as to such jurisdiction be ineffective without affecting other provisions or portions thereof in the Contract Documents.

14 MODIFICATIONS OF CONTRACT DOCUMENTS

14.1 Alterations, Modifications and Force Account Work

A. No modification or deviation from the Drawings and Specifications will be permitted except by written Contract Modification.

B. County may, without notice to the sureties, make alterations, deviations, additions to, or deletions from Contract Documents; increase or decrease the quantity of any item or

portion of the Work; expand, contract or otherwise change the Contract Time; delete any item or portion of the Work; and/or require extra Work. Contractor shall perform such Work under applicable provisions of the Contract Documents, unless specifically provided otherwise at the time the change is ordered. In the case of any ordered extra Work, County reserves the right to furnish all or portions of associated labor, material, and equipment, which Contractor shall accept and use without payment for costs, markup, profit, or otherwise for such County-furnished labor, materials, and equipment.

C. If changes ordered in design, workmanship or materials are of such a nature as to increase or decrease the cost of any part of the Work, the price fixed in the Contract Documents shall be increased or decreased as set forth in a written Change Order by the amount that Contractor and County may agree upon as a reasonable and proper allowance for the cost increase or decrease. If an agreement cannot be reached, then County will reach a determination, which shall be final, subject to Contractor's rights under Article of this Document 007200 . In all cases Contractor shall perform the changed Work as directed by County subject to Contractor's rights under Article of this Document 007200.

D. A Change Order will become effective when signed by County. If County exercises its right to decide disputed issues pertaining to changed Work as set forth in Articles and of this Document 007200, then the resulting Change Order shall be effective when signed by County, notwithstanding that Contractor has not signed it.

E. Changes not affecting the Contract Time or Contract Sum of the Work, in County's discretion, may be set forth in a written RFI-Reply executed by County or Architect's Supplemental Instruction (ASI). Execution of such an RFI-Reply or ASI constitutes Contractor's agreement to make the specified change without change to the Contract Sum or the Contract Time.

F. Changes or deviations from Contract Documents affecting the Contract Time or Contract Sum of the Work shall not be made without the authority of an effective Change Order or Construction Change Directive as provided in Section 012600 (Contract Modification Procedures), except in cases of emergency discussed in Article of this Document 007200 .

G. Changes in the Work made pursuant to this Article and extensions of Contract Time necessary by reason thereof shall not in any way release the guarantees and warranties given by Contractor pursuant to provisions of the Contract Documents, nor shall such changes in the Work relieve or release the Sureties of bonds executed pursuant to said provisions. The Sureties, in executing such bonds, shall be deemed to have expressly agreed to any such change in the Work and to any extension of time made by reason thereof.

H. Procedures for Modifications of Contract Documents and for calculating the cost of extra Work are given in Section 012600 (Contract Modification Procedures). Regarding delay and impact costs of any nature, Contractor may not seek delay compensation for on-Site or off-Site costs based on formulas, e.g., "Eichlay" or other formula. Rather, Contractor

shall prove actual costs resulting from such delays. If Contractor requests compensation for delay to the construction, then Contractor shall prove and document actual costs plus markup per the cost categories and procedures in Section 012600 (Contract Modification Procedures) in order to request, claim or prove compensation for delay.

14.2 Time Allowances

A. The Contract Time may only be changed by Change Order or by Contract Modification, and all time limits stated in the Contract Documents are of the essence of Contract Documents.

B. The Contract Time will be adjusted in an amount equal to the time lost or added due to:

1. Changes in the Work ordered by County;

2. Acts or neglect by County, Architect, any County's Representative, utility owners or other contractors performing other work, provided that Contractor has fully and completely performed its responsibilities under the Contract Documents; or

3. Fires, floods, epidemics, abnormal weather conditions beyond the parameters otherwise described or referenced in Paragraph 14.4 below, earthquakes, civil or labor disturbances, strikes or acts of God, provided damages resulting therefrom are not the result of Contractor's failure to protect the Work as required by Contract Documents.

C. The Contract Time shall not be extended for any cause identified in Paragraph 14.2B above, however, unless:

1. Contractor actually has been prevented from completing any part of the Work within the Contract Time due to delay that is beyond Contractor's control and due to reasons for which Contractor is not responsible (delays attributable to and within the control of a Subcontractor, or its subcontractors, or supplier shall be deemed to be delays within the control of Contractor);

2. A claim for delay is made as provided herein; and

3. Contractor submits a Time Impact Evaluation as required under Section 013200 (Construction Progress Documentation) that demonstrates actual delay to critical Work activities that actually delay the progress of the Work in the amount of time requested.

14.3 Notice of Delay

A. Within seven (7) Days of the beginning of any delay, Contractor shall notify County in writing, by submitting a notice of potential claim, of all anticipated delays resulting from the delay event in question. Any request for extension of time shall be accompanied by Contractor's written statement that the adjustment claimed is the entire adjustment to which the claimant is entitled as a result of the occurrence of said event, and shall include a written schedule document that demonstrates delay to the critical path using a Time Impact Evaluation as specified in Section 013200 (Construction Progress

Documentation). County will determine all claims and adjustments in the Contract Time. No claim for an adjustment in the Contract Time will be valid and such claim will be waived if not submitted in accordance with the requirements of this Paragraph 14.3A.

14.4 Non-Compensable Time Extensions; Adverse Weather Parameters

A. Where Contractor is prevented from completing any part of the Work within the Contract Time due to delay beyond the reasonable control of Contractor and County, e.g., adverse weather conditions exceeding Contract Documents parameters, earthquakes, Acts of God and epidemics, and acts of other contractors or utilities. In such cases, an extension of Contract Time, in an amount equal to the time lost due to such delay (without compensation), shall be Contractor's sole and exclusive remedy for such delay.

B. Delays due to abnormal or adverse weather conditions will not be allowed for weather conditions that fall within the Contract's adverse weather contingency, nor will Contractor be entitled to any extension of Contract Time for any such delays. Contractor shall be entitled to an extension of Contract Time for adverse weather only (i) if the number of workdays of adverse weather, recognize as provided in this Paragraph 14.4, exceeds these parameters (ii) Contractor proves that adverse weather actually caused delays to Work that is on the critical path, and (iii) Contractor satisfies the other requirements of this Paragraph 14.4.

C. In order to qualify as an adverse weather day with respect to the foregoing parameters, daily rainfall must exceed 0.1 of an inch or more at the National Oceanic & Atmospheric Administration weather station identified in Document 007300 (Supplementary Conditions), and Contractor must give County written notice of its intent to claim an adverse weather day within one Day of the adverse weather day occurring. Contractor shall at all times employ all available mitigation measures to enable Work to continue.

D. Contractor shall include the foregoing rain parameters as in its Progress Schedule as required in Section 013200 (Construction Progress Documentation). As Work on the critical path is affected by rain, Contractor shall notify County and request that the days be moved to the affected activities. Any adverse weather days remaining shall be considered Project float.

E. Subject to the other requirements of this paragraph, adverse weather days shall be recognized for the actual number of days Contractor proves it was delayed by adverse weather. For example, and not by way of limitation, if rain exceeding the amount described in Paragraph C does not in fact delay Contractor's progress on the critical path, then no adverse weather days shall be recognized. Conversely, if Contractor proves that rain exceeding the amount described in Paragraph C causes delay to Contractor for a period longer than the number of rain days incurred (e.g., if it rains during grading Work), then all such days shall be recognized as adverse weather days.

F. Contractor shall take reasonable steps to mitigate potential weather delays, such as dewatering the Site, lime treatment, and covering Work and material that could be affected adversely by weather. Failure to do so shall be cause for County to not

recognize adverse weather days, where Contractor could have avoided or mitigated the potential delay by exercising reasonable care.

14.5 Compensable Time Extensions

A. Contractor may receive a time extension and be compensated for delays caused directly and solely by County. Provided Contractor provides proper notice and documentation under Section 013200, such compensation may include extended field or home office overhead, field supervision, escalation charges, acceleration costs and extended subcontractor costs.

B. Contractor shall not be entitled to any time extension or compensation for any delays caused in whole or in part by Contractor's failure to perform its obligations under the Contract Documents, or during periods of delay concurrently caused by Contractor and either County or others.

C. Contractor shall not be entitled to damages for delay to the Work caused by the following reasons:

1. County's right to sequence the Work in a manner which would avoid disruption to County's contractors and their subcontractors and County's employees, exercised as a result of Contractor's failure to perform its cooperation and coordination responsibilities required by Contract Documents; County's enforcement of any government act or regulation; or the provisions of the Contract Documents; and

2. Extensive requests for clarifications to Contract Documents or Contract Modifications thereto, provided such clarifications or Contract Modifications are processed by County or its consultants in a reasonable time commensurate with Contract Documents requirements.

14.6 Liquidated Damages

A. Time is of the essence. Execution of Contract Documents by Contractor shall constitute acknowledgement by Contractor that Contractor understands, has ascertained and agrees that County will actually sustain damages in the amount fixed in the Contract Documents for each and every Day during which completion of Work required is delayed beyond expiration of time fixed for completion or extensions of time allowed pursuant to provisions hereof. Contractor and County agree that specified measures of liquidated damages shall be presumed to be the damages actually sustained by County as defined below, and that because of the nature of the Project, it would be impracticable or extremely difficult to fix the actual damages.

B. Liquidated damages shall be considered not as a penalty but as agreed monetary damage sustained by County for increased Project administration expenses, including extra inspection, construction management, architectural and engineering expenses and County staffing costs related to the Project and Contract Documents because Contractor failed to perform and complete Work within time fixed for completion or extensions of time allowed pursuant to provisions hereof. Liquidated damages shall not be deemed to

include within their scope additional damages or administrative costs arising from Defective Work, lost revenues, interest expenses, cost of completion of the Work, cost of substitute facilities, claims and fines of regulatory agencies, damages suffered by others or other forms of liability claimed against County as a result of delay (e.g., delay or delay-related claims of other contractors or subcontractors), and defense costs thereof. Contractor shall be fully responsible for the actual amount of any such damages it causes, in addition to the liquidated damages otherwise due County.

C. County may deduct from any money due or to become due to Contractor subsequent to time for completion of entire Work and extensions of time allowed pursuant to provisions hereof, a sum representing then-accrued liquidated damages. Should Contractor fall behind the approved Progress Schedule, County may deduct liquidated damages based on its estimated period of late completion. County need not wait until Final Completion to withhold liquidated damages from Contractor's progress payments. Should money due or to become due to Contractor be insufficient to cover aggregate liquidated damages due, then Contractor forthwith shall pay the remainder of the **assessed liquidated damages to County.**

14.7 Differing Site Conditions

A. If Contractor encounters underground conditions that exceed the scope of the Work, Contractor shall promptly give County written notice of the condition, and shall give such notice before the conditions are disturbed, to include: (i) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law, and is not within the scope of Work ("hazardous waste"); (ii) subsurface or latent physical conditions at the site differing from those indicated by information about the Site made available to Bidders prior to the deadline for submitting Bids, that Contractor did not and could not have known about by performing its required pre-Bid investigations; or (iii) unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for the Contract, that Contractor did not and could not have known about by performing its required pre-Bid investigations.

B. County shall promptly investigate the underground conditions, and if it finds that (i) the conditions do materially so differ in a manner Contractor did not anticipate and could not have anticipated, or do involve hazardous waste outside the scope of the Work, and (ii) cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work, then (iii) County shall initiate a change order under the procedures described in the contract, including but not limited to, issuing either a Request for Proposal or a Construction Change Directive under the procedures described in the Contract Documents, including without limitation Section 012600 (Contract Modification Procedures).

C. If County determines that underground conditions at the Site do not materially so differ in a manner Contractor did not anticipate and could not have anticipated, or do not

involve hazardous waste outside the scope of the Work, or do not cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work, or for any other reason that that no change in terms of the Contract Documents is justified, County will so notify Contractor in writing, stating reasons.

D. In the event that a dispute arises between County and Contractor whether the conditions do materially so differ, or involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work, Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. Contractor shall retain any and all rights provided either by the Contract or by law which pertain to the resolution of disputes and protests between contracting parties.

E. Contractor shall not be entitled to any adjustment in the Contract Sum or Contract Time regarding claimed hazardous waste or materials, claimed Latent or materially different Site conditions (whether above or below grade) if:

1. Contractor knew of the existence of such conditions at the time Contractor submitted its Bid; or

2. Contractor should have known of the existence of such conditions at the time Contractor submitted its Bid, or should have learned of such conditions and mitigated their impact, as a result of having complied with the requirements of Contract Documents, including without limitation, the investigation requirements herein at Articles 2 and 10 of Document 007200;

3. The information or conditions claimed by Contractor to be Latent or materially different consist of information, conclusions, opinions or deductions made from underground conditions reports, of the kind that this Document precludes reliance upon; or

4. Contractor was required to give written notice and failed to do so within the time required.

F. If, because of a differing site condition as defined herein, Contractor does not agree to continue with Work based on a reasonable belief that it is unsafe, or does not agree to resume Work under special conditions, County may order the disputed portion of Work deleted from the Work, or performed by others, or County may invoke its right to terminate Contractor's right to proceed under the Contract Documents in whole or in part, for convenience or for cause as the facts may warrant. If Contractor does not agree with County's determination of any adjustment in the Contract Sum or Contract Time as a result, Contractor may make a claim as provided in Article of this Document 007200.

14.8 Change Orders Related to Underground Facilities

A. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated in the materials supplied by County or in information on file at USA or is not otherwise reasonably known to Contractor by performing its obligations

in Articles 2 and 10 of this Document , then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby (and in no event later than seven Days), and prior to performing any Work in connection therewith (except in an emergency as required by Article □ of this Document), identify the owner of such Underground Facility and give written notice to that owner and to County. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

B. Contractor shall be allowed an increase in the Contract Sum or an extension of the Contract Time, or both, for Underground Facilities either not shown or inaccurately shown in the Contract Documents, the information supplied pursuant to Document 003119 (Existing Condition Information) or in information on file at USA, only where the inaccuracy was (i) material and outside of the normal experience on projects of this nature, (ii) was not reasonably inferable from existing information, and (iii) directly results in a material, justifiable and actual increase in the cost of Contractor's work. For example, if surface conditions such as pavement repairs, valve covers, or other markings, indicate the presence of an Underground Facility, or if the Underground Facility could be determined or its cost impact mitigated by performing the obligations in Articles 2 and/or 10 of this Document , then an increase in the Contract Price or an extension of the Contract Time will not be due, even if the Underground Facility was not indicated or was shown at a different place or a different elevation in the Contract Documents, in the information supplied to Contractor pursuant to Document 003119 (Existing Conditions Information), or in information on file at USA.

C. Main Line and Trunk Line Utilities (Government Code Section 4215). Consistent with Government Code Section 4215, as between County and Contractor, County will be responsible for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Site only if such utilities are not identified in the Contract Documents or Document 003119 (Existing Condition Information). County will compensate for the cost of locating and repairing damage not due to Contractor's failure to exercise reasonable care, removing and relocating such main or trunk line utility facilities not indicated in the Contract Documents or Document 003119 (Existing Condition Information) with reasonable accuracy, and equipment on the Project necessarily idled during such work.

15 WORKING CONDITIONS AND PREVAILING WAGES

15.1 Use of Site/Sanitary Rules

A. All portions of the Work shall be maintained at all times in neat, clean and sanitary condition. Contractor shall furnish toilets for use of Contractor's and Subcontractors' employees on the Site where needed, and their use shall be strictly enforced. All toilets shall be properly secluded from public observation, and shall be located, constructed and maintained subject to County's approval.

B. Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Site and land areas identified in and permitted by Contract Documents and other land and areas permitted by applicable laws and regulations, rights of way, permits and easements or as designated by County, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, any improvement located thereon, or to the County or occupant thereof resulting from the performance of Work.

C. During the progress of the Work, Contractor shall keep the Site and the Project free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish and debris from and about the Site as well as all tools, appliances, construction equipment and machinery and surplus materials. Contractor shall leave the premises clean and ready for occupancy by County at Substantial Completion of Work. Contractor shall restore to original condition all property not designated for alteration by Contract Documents.

D. Contractor shall not load nor permit any part of any structure or pavement to be loaded in any manner that will endanger the structure or pavement, nor shall Contractor subject any part of Work or adjacent property to stresses or pressures that will endanger it. Contractor shall conduct all necessary existing conditions investigation regarding structural, mechanical, electrical or any other system existing, shall perform Work consistent with such existing conditions, and shall have full responsibility for insufficiencies or damage resulting from insufficiencies of existing systems, equipment or structures to accommodate performing the Work.

15.2 Protection of Work, Persons, and Property

A. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with Work. Contractor shall comply with all safety requirements specified in any safety program established by County, or required by state, federal or local laws and ordinances. Contractor shall be responsible for all damage to Work, property or structures, and all injuries to persons, arising from the performance of Work of the Contract Documents.

B. Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property.

C. Contractor shall remedy all damage, injury or loss to any property referred to in Paragraph 15.2A of this Document , caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, supplier, or any other person or organization directly or indirectly employed by any of them to perform or furnish any Work or anyone for whose acts any of them may be liable. Contractor's duties and responsibility for safety and for protection of Work shall continue until such time as all the Work is completed and Final Acceptance of the Work. County and its agents do not assume any responsibility for collecting any indemnity from any person or persons causing damage to Contractor's Work.

D. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

E. County may, at its option, retain such moneys due under the Contract Documents as County deems necessary until any and all suits or claims against Contractor for injury to persons or property shall be settled and County receives satisfactory evidence to that effect.

15.3 Responsibility for Safety and Health

A. Contractor shall ensure that its and each tier of Subcontractors' employees, agents and invitees comply with applicable health and safety laws while at the Site. These laws include the Occupational Safety and Health Act of 1970 and rules and regulations issued pursuant thereto, and County's safety regulations as amended from time to time. Contractor shall comply with all County directions regarding protective clothing and gear.

B. Contractor shall be fully responsible for the safety of its and its Subcontractors' employees, agents and invitees on the Site. Contractor shall notify County, in writing, of the existence of hazardous conditions, property or equipment at the Site that are not under Contractor's control. Contractor shall be responsible for taking all the necessary precautions against injury to persons or damage to the property of Contractor, Subcontractors or persons from recognized hazards until the responsible party corrects the hazard.

C. Contractor shall confine all persons acting on its or its Subcontractors' behalf to that portion of the Site where Work under the Contract Documents is to be performed, County-designated routes for ingress and egress thereto, and any other County-designated area. Except those routes for ingress and egress over which Contractor has no right of control, within such areas, Contractor shall provide safe means of access to all places at which persons may at any time have occasion to be present.

15.4 Emergencies

A. In emergencies affecting the safety or protection of persons or Work or property at the Site or adjacent thereto, Contractor, without special instruction or authorization from County, is obligated to act to prevent threat and damage, injury or loss, until directed

otherwise by County. Contractor shall give County prompt written notice if Contractor believes that any significant changes in Work or variations from Contract Documents have been caused thereby. If County determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Change Order or Construction Change Directive will be issued to document the consequences of such action.

15.5 Use of Roadways and Walkways

A. Contractor shall not unnecessarily interfere with use of any roadway, walkway or other facility for vehicular or pedestrian traffic. Before beginning any interference and only with County's prior concurrence, Contractor may provide detour, traffic control, or temporary bridge for traffic to pass around or over the interference, which Contractor shall maintain in satisfactory condition as long as interference continues. Unless otherwise provided in the Contract Documents, Contractor shall bear the cost of these temporary facilities.

15.6 Nondiscrimination

A. No person or entity shall discriminate in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sexual preference, or gender of such persons, except as provided in Section 12940 of the Government Code. Every contractor for public works violating the provisions of Section 1735 of the Labor Code is subject to all the penalties imposed for a violation of Chapter 1, Part 7, Division 2 of the Labor Code.

15.7 Prevailing Wages

A. Contractor shall pay to persons performing labor in and about Work provided for in the Contract Documents an amount equal to or more than the general prevailing rate of per diem wages for (i) work of a similar character in the locality in which the Work is performed and (ii) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations and County to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Contract. Contractor shall also cause a copy of this determination of the prevailing rate of per diem wages to be posted at each Site, in addition to all other job site notices prescribed by regulation. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are on file at County's Architecture Division and are deemed included in the Bidding Documents. Upon request, County will make copies available to any interested party. Contractor shall post the applicable prevailing wage rates at the Site.

B. Contractor shall forfeit, as a penalty to County, Fifty Dollars ($50.00) for each laborer, workman, or mechanic employed in performing labor in and about the Work provided for in the Contract Documents for each Day, or portion thereof, that such laborer, workman or mechanic is paid less than the said stipulated rates for any Work done under the Contract Documents by him or her or by any Subcontractor under him or her, in violation of Articles 1 and 2 of Chapter 1 of Part 7 of Division II of the California Labor Code. The sums and amounts which shall be forfeited pursuant to this Paragraph 15.7B and the terms of the Labor Code shall be withheld and retained from payments due to Contractor under the Contract Documents, pursuant to this Document and the Labor Code, but no sum shall be so withheld, retained or forfeited except from the final payment without a full investigation by either the State Department of Industrial Relations or by County. The Labor Commissioner pursuant to Labor Code Section 1775 shall determine the final amount of forfeiture.

C. Contractor shall insert in every subcontract or other arrangement which Contractor may make for performance of Work or labor on Work provided for in the Contract, provision that Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the Labor Code.

D. Contractor stipulates that it shall comply with all applicable wage and hour laws, including without limitation Labor Code 1725.5, 1776 and 1810-1815. Failure to do so shall constitute a default under this Contract.

E. Contractor and its Subcontractors shall be responsible for compliance with Labor Code Section 1776.

F. Contractor and Subcontractors must keep accurate payroll records, 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 Work of the Contract documents. Each payroll record shall contain or be verified by a written declaration as required by Labor Code Section 1776.

G. The payroll records enumerated above must be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor as required by Labor Code Section 1776.

1. Contractor shall inform County of the location of records enumerated above, including the street address, city and county, and shall, within five (5) working Days, provide a notice of a change of location and address.

2. Contractor or Subcontractor has ten (10) Days in which to comply subsequent to receipt of a written notice requesting the records enumerated above. In the event that Contractor or Subcontractor fails to comply with the ten (10)-Day

period, he or she shall, as a penalty to County on whose behalf the contract is made or awarded, forfeit $25.00 for each calendar Day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Contractor is not subject to a penalty assessment pursuant to this subparagraph due to the failure of a Subcontractor to comply with this subparagraph.

H. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall and shall require all subcontractors to furnish the records specified in Labor Code 1776 (e.g. electronic certified payroll records) directly to the Labor Commissioner in a format prescribed by the Labor Commissioner at least monthly.

I. Contractor and all Subcontractors shall be registered and qualified to perform public work pursuant to Labor Code Section 1725.5 as a condition to engage in the performance of any Work hereunder. Contractor shall verify that Subcontractors, including any Subcontractors that were not listed in the bid proposal, are registered pursuant to this Paragraph I.

J. If requested by County, Contractor shall also deliver certified payrolls and any related labor compliance documentation to County within ten Days of County's request.

K. When projects are on behalf of Community Development Commission, Project Manager will verify need of Contractor to deliver certified payrolls to County with each Application for Payment as described in Section 001200 (Price and Payment Procedures)

15.8 Environmental Controls

A. Contractor shall comply with all rules, regulations, ordinances, and statutes that apply to any Work performed under the Contract Documents including, without limitation, any toxic, water, and soil pollution controls and air pollution controls specified in Government Code Section 11017. Contractor shall be responsible for insuring that Contractor's Employees, Subcontractors, and the public are protected from exposure to airborne hazards or contaminated water, soil, or other toxic materials used during or generated by activities on the Site or associated with the Project.

15.9 Shoring Safety Plan

A. At least five (5) Days in advance of excavating any trench five feet or more in depth, Contractor shall submit to County a detailed plan showing the shoring, bracing and sloping design and other provisions to be made for worker protection from the hazard of caving ground during the excavation, as required by Labor Code Section 6705. A civil or structural engineer registered in California shall prepare and sign any plan that varies from the shoring system standards established by the State Construction Safety Orders.

B. During the course of Work, Contractor shall be responsible for determining where sloping, shoring, and/or bracing is necessary and the adequacy of the design, installation, and maintenance of all shoring and bracing for all excavation, including any excavation less than five feet in depth. Contractor will be solely responsible for any damage or injuries that may result from excavating or trenching. County's acceptance of any drawings showing the shoring or bracing design or work schedule shall not relieve Contractor of its responsibilities under this subparagraph.

C. Cal/OSHA Permit. Contractor shall comply with Labor Code 6500 and shall obtain, as applicable, a permit as required by Cal/OSHA for each of the following:

1. Construction of trenches or excavations that are five feet or more in depth and into which a person is required to descend.

2. Construction or demolition of any building, structure, or scaffolding for falsework more than three stories high, or the equivalent height (36 feet).

3. Erection or dismantling of vertical shoring systems more than three stories high, or the equivalent height (36 feet).

4. The underground use of diesel engines in mines or tunnels.

END OF DOCUMENT

DOCUMENT 007300

SUPPLEMENTARY CONDITIONS

1.1 SUMMARY

A. This document includes requirements that supplement the paragraphs of Document 007200 (General Conditions).

1.2 SUPPLEMENTS

1.3 EXISTING UTILITIES

A. Drawings may indicate above-and below-grade structures, drainage lines, storm drains, sewers, water, gas, electrical, chemical, hot water, and other similar items and utilities, and additional information may be on file at the regional notification center, "Underground Service Alert" ("USA"). Contractor shall locate these known existing installations before proceeding with trenching or other operations that may cause damage, shall maintain them in service where appropriate, and shall repair any damage to them caused by the Work, at no increase in Contract Sum. Additional utilities whose locations are unknown to County are suspected to exist. Contractor shall be alert to their existence; if they are encountered, Contractor shall immediately report to County for disposition of the same. In addition to reporting if any utility is damaged, Contractor shall take appropriate action as provided in this Document 007300. Additional compensation or extension of time on account of utilities not shown or otherwise brought to Contractor's attention, including reasonable action taken to protect or repair damage, shall be determined as provided in this Document 007300.

B. At no additional cost to County, Contractor shall incorporate into the Work main or trunk line utilities identified in the Contract Documents and other utilities or underground structures known or reasonably discernible and that will remain in service, including reasonable adjustments to the design location (including minor relocations) of the existing or new installations. Contractor shall take immediate action to restore any in service installations damaged by Contractor's operations. Should County determine that Contractor has not responded in a timely manner or not diligently pursued restoration of service, County may restore service and deduct the costs of such action by County from the amounts due under the Contract.

C. Consistent with Government Code Section 4215, as between County and Contractor, County will be responsible for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Site only if such utilities are not identified in the Contract Documents or Document 003119 (Existing Condition Information). County will compensate Contractor for the cost of locating and repairing damage not due to Contractor's failure to exercise reasonable care, removing and relocating such main or trunk line utility facilities not indicated in the Contract Documents or Document 003119 (Existing Condition Information) with reasonable accuracy, and equipment on the Project necessarily idled during such Work.

D. Prior to performing Work at the Site, Contractor shall lay out the locations of known underground utilities that are to remain in service and other significant known underground installations. At no additional cost to County, prior to commencing other Work in proximity to such known underground utilities or installations that can be readily inferred from adjacent surface improvements, Contractor shall further locate, by carefully excavating with small equipment, potholing and principally by hand, such utilities or installations that are to remain and that are subject to damage. This obligation applies to all utilities (including, but not limited to, those referenced in Paragraph 1.3.C of this Document 007300).

E. Nothing in this Document 007300 shall be deemed to require County to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Site can be inferred by Contractor from the presence of an underground transmission main or other visible facilities, such as buildings, new asphalt, meters and junction boxes, on or adjacent to the Site. Contractor shall immediately secure all available information and notify County and utility, in writing, of its discovery, while performing Work under the Contract Documents, of any utility facilities not identified in the Drawings and Specifications.

1.4 UNDERGROUND FACILITIES

A. Before commencing Work of digging trenches or excavation, Contractor shall review all information available regarding subsurface conditions, including but not limited to information supplied in Document 003119 (Existing Condition Information), and subject to the terms and conditions of these documents, Contractor shall also comply with Government Code Sections 4216 to 4216.9, and in particular Section 4216.2 which provides, in part:

1. "Except in an emergency, every person planning to conduct any excavation shall contact the appropriate regional notification center at least two working days, but no more than fourteen (14) calendar days, prior to commencing that excavation, if the excavation will be conducted in an area which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the excavator, and, if practical, the excavator shall delineate with white paint or other suitable markings the area to be excavated. The regional notification center shall provide an inquiry identification number to the person who contacts the center and shall notify any member, if known, who has a subsurface installation in the area of the proposed excavation."

2. Contractor shall contact USA, and schedule the Work to allow ample time for the center to notify its members and, if necessary, for any member to field locate and mark its facilities. Contractor is charged with knowledge of all subsurface conditions reflected in USA records. Prior to commencing excavation or trenching Work, Contractor shall provide County with copies of all USA records secured by Contractor. Contractor shall advise County of any conflict between

information provided in Document 003119 (Existing Condition Information), the Drawings and that provided by USA records. Contractor's excavation shall be subject to and comply with the Contract Documents.

3. In addition, County owns certain underground facilities which may not be reflected in USA records or those of other utility companies. Contractor shall notify County's representative prior to commencing any excavation in locations not shown clearly and unambiguously in the Contract Documents and shall allow ample time for County to locate and mark its facilities.

B. The cost of all of the following will be included in the Contract Sum and Contractor shall have full responsibility for (a) reviewing and checking all available information and data including, but not limited to, Document 003119 (Existing Condition Information) and information on file at USA; (b) locating all Underground Facilities shown or indicated in the Contract Documents, available information, or indicated by visual observation including, but not limited to, and by way of example only, engaging qualified locating services and all necessary backhoeing and potholing; (c) coordinating the Work with the owners of such Underground Facilities during construction; and (d) the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

C. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated in the materials supplied by County or in information on file at USA or is otherwise reasonably available to Contractor, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby (and in no event later than seven Days), and prior to performing any Work in connection therewith (except in an emergency as required by Article 15.4.A of Document), identify the Owner of such Underground Facility and give written notice to that Owner and to County. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. Contractor shall be allowed an increase in the Contract Sum or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any Underground Facility that is owned and was built by County only where the Underground Facility:

1. Was not shown or indicated in the Contract Documents or in the information supplied pursuant to Document 003119 (Existing Condition Information) or in information on file at USA; and

2. Contractor did not know of it; and

3. Contractor could not reasonably have been expected to be aware of it or to have anticipated it from the information available. (For example, if surface conditions such as pavement repairs, valve covers, or other markings, indicate the presence of an Underground Facility, then an increase in the Contract Sum or an extension of the Contract Time will not be due, even if the Underground Facility was not

indicated in the Contract Documents, in the information supplied to Contractor pursuant to Document 003119 (Existing Condition Information), in information on file at USA, or otherwise reasonably available to Contractor.

E. Contractor shall bear the risk that Underground Facilities may differ in nature or locations shown in information made available by County pursuant to Document 003119 (Existing Condition Information), in information on file at USA, or otherwise reasonably available to Contractor. Underground Facilities are inherent in construction involving digging of trenches or other excavations and Contractor is to apply its skill and industry to verify the information available.

1.5 WEATHER DELAYS

A. Delays due to abnormal or adverse weather conditions will not be allowed for weather conditions that fall within the parameters listed herein. Adverse weather delays may be allowed only if the number of workdays of adverse weather exceeds the adverse weather contingency and Contractor proves that adverse weather actually caused delays. Contractor shall give written notice of intent to claim an adverse weather Day within one (1) Day of the adverse weather delay occurring. Rain parameters are listed below. The Adverse Weather Contingency for this contract will be Ten Business Days, and Contractor shall include in the project schedule at least 10 business days. The total number of rain days constitutes the Adverse Weather Contingency to be included in the project schedule as described in Section 013200 (Construction Progress Documentation). The Adverse Weather Contingency is included in the total Contract Time. In order to qualify as an adverse weather delay with respect to the foregoing parameters, daily rainfall must exceed 0.10 (1/10) of an inch or more at the Santa Rosa, California station, as measured by the National Oceanic & Atmospheric Administration, and Contractor shall prove that the rain actually caused delay.

B. Contractor shall include the foregoing rain parameters as a monthly activity in its Progress Schedule. As Work on the critical path is affected by rain, Contractor shall notify County and request that the Days be moved to the affected activities. Any adverse weather Days remaining shall be considered Project Float.

C. Adverse weather delay for rain shall be recognized for the actual period of time Contractor proves it was delayed by rain exceeding the specified parameters. For example, and not by way of limitation, if rain exceeding the specified parameters does not in fact delay Contractor's progress on the critical path, then no time extension shall be recognized; and conversely, if Contractor proves that rain exceeding the specified parameters causes delay to Contractor for a period longer than the number of rain Days incurred (e.g., if it rains during grading Work), then Contractor shall be entitled to a time extension equal to the actual period of such delay.

D. Contractor shall take reasonable steps to mitigate potential weather delays, such as dewatering the Site, and covering Work and material that could be affected adversely by weather. Failure to do so shall be cause for County to not grant a time extension due to

adverse weather, where Contractor could have avoided or mitigated the potential delay by exercising reasonable care.

1.6 PRELIMINARY SCHEDULE OF SUBMITTALS

A. Seven (7) Days after Commencement Date, but no later than the Preconstruction Conference (whichever is earlier), a preliminary schedule of Submittals that shall list each required Submittal and the times for submitting, reviewing and processing such Submittal, as required by Section 013300 (Submittal Procedures). If no such schedule is agreed upon, then all Submittals shall be completed and submitted within twenty-one (21) Days after receipt of Notice of Award from County.

END OF DOCUMENT

DOCUMENT 007316

INSURANCE REQUIREMENTS

1.1 SUMMARY

a. This document includes requirements that supplement the paragraphs of Document 007200 (General Conditions).

2.1 SUPPLEMENTS

a. Supplement to Paragraph 4.1.A in Document 007200:

I. Contractor - Required Insurance

At or before the date specified in Document 002113 (Instructions to Bidders), Contractor shall furnish to County satisfactory proof that Contractor has obtained the following insurance as specified below.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Contract or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

1. <u>WORKERS COMPENSATION INSURANCE AND EMPLOYERS LIABILITY INSURANCE</u>

a. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.

b. Employers Liability with minimum limits of $1,000,000 per Accident; $1,000,000 Disease per employee; $1,000,000 Disease per policy.

c. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against County.

d. *<u>Required Evidence of Insurance:</u>*

i. Subrogation waiver endorsement; and,

ii. Certificate of Insurance.

If injury occurs to any employee of Contractor, Subcontractor or sub-subcontractor for which the employee, or the employee's dependents in the event of employee's death, is entitled to compensation from County under provisions of the Workers Compensation Insurance and Safety Act, as amended, or for which compensation is claimed from County, County may retain out of sums due Contractor under Contract Documents, amount sufficient to cover such compensation, as fixed by the Act, as amended, until such compensation is paid, or until it is determined that no compensation is due. If County is compelled to pay compensation, County may, in its discretion, either deduct and retain from the Contract Sum the amount so paid, or require Contractor to reimburse County.

2. GENERAL LIABILITY INSURANCE

a. Commercial General Liability Insurance on a standard occurrence form, no less broad than ISO form CG 00 01.

b. Minimum Limits: The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.

i. Projects under $1,000,000: $1,000,000 per Occurrence; $2,000,000 General Aggregate; $2,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each Project.

ii. Projects from $1,000,000 - $4,999,999: $2,000,000 per Occurrence; $4,000,000 General Aggregate; $4,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each Project.

iii. Projects from $5,000,000 - $9,999,999: $5,000,000 per Occurrence; $5,000,000 General Aggregate; $5,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each Project.

iv. Projects $10,000,000 and Over: Minimum Limits: $10,000,000 per Occurrence; $10,000,000 General Aggregate; $10,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each Project.

c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be approved in advance by County. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.

d. Insurance shall be maintained for the entire period of the Work including any warranty period. Completed operations insurance shall be maintained after the end of the warranty period for the additional periods specified below:

i. Projects under $1,000,000: one (1) year after the end of the warranty period.

ii. Projects from $1,000,000 - $4,999,999: two (2) years after the end of the warranty period.

iii. Projects from $5,000,000 - $9,999,999: three (3) years after the end of the warranty period.

iv. Projects $10,000,000 and Over: five (5) years after the end of the warranty period.

e. The County of Sonoma, its Board of Supervisors, and their employees, representatives, consultants, and agents, shall be endorsed as additional insureds for liability arising out of ongoing and completed operations by or on behalf of the Contractor in the

performance of the Contract Documents. Additional insured status shall continue for the periods specified in Section 2.d above.

f. The additional insured endorsement for completed operations shall not be restricted to work performed during the current policy period.

g. Sonoma County Public Infrastructure shall be additional insureds for liability arising out of Contractor's ongoing operations (ISO endorsement CG 20 26, Additional Insured – Designated Person or Organization, or equivalent).

h.Coastland / DCCM, 1400 Neotomas Ave., Santa Rosa, CA 95405 shall be additional insureds for liability arising out of Contractor's ongoing operations (ISO endorsement CG 20 32, Additional Insured – Engineers, Architects or Surveyors Not Engaged by the Named Insured, or equivalent).

i. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).

j. The insurance provided to the dditional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.

K. The policy shall not exclude injury or damage caused by, or resulting from, explosion, collapse and/or underground hazards.

l. The policy shall not contain a Contractors' Warranty or other similar language which eliminates or restricts insurance because of a subcontractor's failure to carry specific insurance or to supply evidence of such insurance. m. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against all persons or entities that are, or are quired to be, additional insureds.

n. The policy shall cover inter-insured suits between Contractor and the additional insureds and shall include a "separation of insureds" or "severability" clause which treats each insured separately.

o. Required Evidence of Insurance:

i. Additional insured endorsements or policy language granting additional insured status;

ii. Endorsement or policy language indicating that insurance is primary and non-contributory; and,

iii. Certificate of Insurance.

3. AUTOMOBILE LIABILITY INSURANCE

a. Minimum Limits:

i. Projects under $1,000,000: $1,000,000 combined single limit per accident.

ii. Projects $1,000,000 and Over: $2,000,000 combined single limit per accident.

b. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Umbrella Liability Insurance.

c. Insurance shall cover all owned, hired and non-owned vehicles.

d. The County of Sonoma, its Board of Supervisors, and their employees, representatives, consultants, and agents shall qualify as insureds.

e. Insurance shall be maintained for the entire term of this Contract, including any warranty period.

f. *Required Evidence of Insurance:*

i. Additional endorsements or policy language granting additional insured status;

ii. Endorsement or policy language indication that insurance is primary and non-contributory; and,

iii. Certificate of Insurance

4. CONTRACTORS POLLUTION LIABILITY INSURANCE

a. Minimum Limits:

i. Projects under $5,000,000: $1,000,000 per pollution Incident; $1,000,000 Aggregate;

ii. Projects $5,000,000 and Over: $2,000,000 per pollution Incident; $2,000,000 Aggregate;

b. The insurance shall provide coverage for:

i. bodily injury, sickness, disease, sustained by any person, including death;

ii. property damage, including physical injury to or destruction of tangible property including the resulting loss of use thereof;

iii. cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed including diminution of value and natural resources damages;

iv. defense costs, including costs, charges, and expenses incurred in the investigation, adjustment, or defense of claims; and,

v. liability assumed by Contractor under a written contract or agreement.

c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be approved in advance by County. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.

d. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of Work.

e. Insurance shall be maintained for the entire period of the Work including any warranty period, plus the additional periods specified below:

i. Projects under $1,000,000: one (1) year after the end of the warranty period.

ii. Projects from $1,000,000 - $4,999,999: two (2) years after the end of the warranty period.

iii. Projects from $5,000,000 - $9,999,999: three (3) years after the end of the warranty period.

iv. Projects $10,000,000 and Over: five (5) years after the end of the warranty period.

f. If the insurance is on a Claims-Made basis, the continuation coverage may be provided by: (a) renewal of the existing policy; (b) an extended reporting period endorsement; or (c) replacement insurance with a retroactive date no later than the commencement of the Work.

g. The County of Sonoma, its Board of Supervisors, and their employees, representatives, consultants, and agents shall be endorsed as additional insureds for liability arising out of ongoing and completed operations by or on behalf of the Contractor in the performance of the Contract Documents.

h. The insurance provided to the additional insureds shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by them.

i. The policy shall cover inter-insured suits between the Contractor and the additional insureds and include a "separation of insureds" or "severability" clause which treats each insured separately.

j. *Required Evidence of Insurance:*

i. Additional insured endorsement or policy language granting additional insured status;

ii. Endorsement or policy language indicating that insurance is primary and non-contributory; and,

iii. Certificate of Insurance.

5. PROFESSIONAL LIABILITY/ERRORS & OMISSIONS INSURANCE

(Required if the Contractor or its employees engage in design or professional activities (architecture, engineering or surveying) which are not subcontracted out).

a. Minimum Limit: $1,000,000 per claim or per occurrence.

b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be approved in advance by County.

c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.

d. Insurance applicable to the work performed under the Contract shall be continued for two (2) years after completion of the work. Such continuation insurance may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Contract.

e. *Required Evidence of Insurance*: Certificate of Insurance.

6. INCREASE OF MINIMUM LIMITS

Required minimum amounts of insurance may be increased should conditions of Work, in opinion of County, warrant such increase. Contractor shall increase required insurance amounts upon direction by County.

7. STANDARDS FOR INSURANCE COMPANIES

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

8. DOCUMENTATION

a. The Certificate of Insurance shall include the following reference: TPW ADA Signalized Intersections B5 & B6; CP40024TB and CP40024TD.

b. Contractor agrees to maintain current Evidence of Insurance on file with County for the periods specified above in Sections 1-5. Any requirement to maintain insurance after Final Completion of the Work, including providing Certificates evidencing required Insurance, shall survive the Contract.

c. Required Evidence of Insurance shall be submitted to Sonoma County Public Infrastructure, 400 Aviation Blvd., Santa Rosa, CA 95403.

d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

e. Contractor shall provide immediate written notice if: (1) any of the required insurance policies are terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.

f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

9. MATERIAL BREACH

If Contractor fails to maintain Insurance which is required pursuant to the Contract Documents, it shall be deemed a material breach. County, at its sole option, may terminate the Contract for default and obtain damages from Contractor resulting from said breach. Alternatively, County may purchase the required Insurance, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County under the Contract Documents or Law.

II. SUBCONTRACTORS – REQUIRED INSURANCE

With respect to their portion of the work, subcontractors of all tiers shall maintain the same insurance required to be maintained by contractor with limits as follows:

1. Minimum General Liability Limits for *Framing, Mechanical, and Electrical Subcontractors*:

a. Projects under $1,000,000: 1,000,000 per Occurrence; $2,000,000 General Aggregate; $2,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each Project.

b. Projects $1,000,000 and Over: $2,000,000 per Occurrence; $4,000,000 General Aggregate; $4,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each Project.

2. Minimum General Liability Limits for all Subcontractors other than Framing, Mechanical, and Electrical Subcontractors: $1,000,000 per Occurrence; $2,000,000 General Aggregate; $2,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each Project.

3. Minimum Automobile Liability Limits: $1,000,000 combined single limit per accident.

4. Minimum Employers Liability Limits: $1,000,000 per Accident; $1,000,000 Disease per employee; $1,000,000 Disease per policy.

5. Professional Liability/Errors & Omissions Insurance (Required for any architect, engineer, surveyor or other licensed professional engaged by Contractor to perform portions of the Work)

a. Minimum Limit: $1,000,000 per claim or per occurrence.

b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be approved in advance by County.

c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.

d. Coverage applicable to the work performed under the Contract shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Contract.

e. *Required Evidence of Insurance*: Certificate of Insurance.

III. Builders Risk

With respect to Work under this Contract, County shall maintain "All-Risk" Course of Construction insurance as follows:

1. Insured Property shall include: (1) real property in course of construction; (2) building materials and supplies intended to be in or on the completed Work located at the Site, in storage or in transit, and whether or not owned or paid for by County; (3) fixtures and machinery intended to be in or on the completed Work; (4) scaffolding, cribbing, fencing, forms and temporary trailers, while located on the Site, in storage or in transit.

2. The limit of insurance shall be the full contract value.

3. Responsibility for paying deductibles is as follows:

Contract Value or Description	**Contractor's Responsibility for Deductible: Earthquake and Flood**	**Contractor's Responsibility for Deductible: Other Insured Perils**	**County's Responsibility for Deductible**
Full Contract Value under $1,000,000	First $10,000	First $ 5,000	Balance of Deductible
Full Contract Value: $1,000,000-$9,999,999	First $20,000	First $ 10,000	Balance of Deductible
Full Contract Value: $10,000,000-$19,000,000	First $50,000	First $25,000	Balance of Deductible
Full Contract Value: $20,000,000 and above	First $60,000	First $30,000	Balance of Deductible

4. Contractor and Subcontractors of all tiers shall be additional insureds.

5. Excluded projects: dams; piers; roads; bridges; wastewater treatment facilities.

6. **Excluded property: equipment, tools and personal effects belonging to Contractor or Subcontractors of all tiers.**

7. Insured perils: All Risks of Direct Physical Damage or Loss, including flood and, for scheduled locations, earthquake, except as excluded.

8. **Exclusions may include, but are not limited to:**

a. **Loss due to wear and tear, moths, vermin, termites, insects, latent defects, gradual deterioration, wet or dry rot, rust, corrosion, erosion or normal settling, shrinkage and/or expansion of buildings or foundations.**

b. **The cost of making good, faulty or defective workmanship, material, construction or design. Damage resulting from such faulty or defective workmanship, material, construction or design is not excluded**.

c. **Loss resulting from delay in completion of contract or non-compliance with contract conditions.**

d. **Loss or damage due to contaminants and/or pollutants. However, fire losses arising directly or indirectly from pollutants or contaminants are covered.**

e. **Loss of use or occupancy or consequential loss.**

f. **Liquidated damages and/or penalties for delay or detention in connection with guarantees of performance or efficiency.**

g. **Loss or damage caused by or resulting from infidelity or dishonesty on the part of any insured or the employees or agents of any insured.**

h. **Inventory shortage or unexplained disappearance.**

9. A copy of County's Course of Construction Insurance, including all policy coverages, conditions and exclusions, shall control in the event of any conflict with the language of these Supplementary Conditions. Upon request, County will provide a Certificate of Property Insurance.

END OF DOCUMENT

DOCUMENT 007373

STATUTORY REQUIREMENTS – Apprenticeship Program

1.10 Contractor and subcontractors shall comply with the requirements of California Labor Code Sections 1776, 1777.5, and 1777.6 concerning the employment of Apprentices by Contractor or Subcontractors. Willful failure to comply may result in penalties, including loss of the right to Bid on or receive Public Works contracts.

1.11 Section 1777.5, as amended, requires a Contractor or Subcontractor employing tradespersons in any apprenticeable occupation to apply to the Joint Apprenticeship Committee nearest the Site of a Public Works Project and which administers the Apprenticeship Program in that trade for a Certification of Approval. The certificate shall also fix the ratio of apprentices to journeypersons that will be used in performance of the contract. The ratio of work performed by apprentices to journeypersons in such cases shall not be less than one hour of apprentices work for every five hours of labor performed by journeypersons (the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeypersons), except:

A. When unemployment for the previous three-month period in the area exceeds an average of fifteen (15) percent;

B. When the number of apprentices in training in the area exceeds a ratio of one to five;

C. When a trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis statewide or locally; or

D. Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyperson.

1.12 Contractor is required to make contributions to funds established for administration of apprenticeship programs if contractor employs registered apprentices or journeypersons in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

1.13 Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the director of the California department of industrial relations, or from the division of apprenticeship standards and its branch offices.

END OF DOCUMENT

DOCUMENT 009113

ADDENDA

[Name of Project]

[DOCUMENT TO BE COMPLETED AS ADDENDA DURING BID PERIOD]

[If a conformed copy is created, delete bracketed line above and replace with the following:]

The following Addenda were issued, modifying the Project Manual:

Addendum No. 1, issued [date]

Addendum No. 2, issued [date]

[continue as appropriate]

(Addenda have been incorporated into the conformed Project Manual.)

END OF DOCUMENT

DOCUMENT 009114

ADDENDUM SAMPLE

Addendum Number 1

Issued: [Addendum Issue Date], 20XX

[Name of Project]

FROM: County of Sonoma

400 Aviation Blvd, Suite 200

Santa Rosa, CA 95401

TO: Prospective Bidders

This Addendum forms a part of and modifies the Project Manual dated [Project Manual Date], 20 . [Add option to list date of prior Addenda, if any] Bidder shall acknowledge receipt of this Addendum in the space provided in Document 004113 (Bid Form).

Double-underline designates text to be inserted; strikethrough designates text to be deleted.

Title Page consists of 279 pages (size 8 ½" x 11") and [# Drawings] revised Drawings.

General Changes

A. No changes.

Changes to Prior Addenda

A. No changes.

Changes to Introductory Information and Bidding Requirements

A. No changes.

B. Document [004113 (Bid Form)]

1. Paragraph , [add or change or delete] Bid Item _____.

2. Bidder shall use the revised Document [004113 (Bid Form)] attached, marked "[REVISED __/__/__]" in its Bid.

Changes to Contracting Requirements

A. No changes.

B. Document [005213 (Agreement-Stipulated Sum)]

1. [New] Bid Item [____] will be added to [or changed in] or [deleted from] the final Contract Documents.

Changes to Conditions of the Contract

A. No changes.

B. Document [____] (Title of Document)

1. Insert the following after Paragraph [____]:

2. Delete Paragraph [____], in its entirety.

3. Modify Paragraph [____], as follows: [Copy a paragraph from the specs and use strikeouts and double underlines (or boxes)]

Changes to Specifications

A. No changes.

B. Section [____] (Title of Section)

1. Insert the following after Paragraph [____]:

2. Delete Paragraph [____], in its entirety.

3. Modify Paragraph [____], as follows: [Copy a paragraph from the specs and use strikeouts and double underlines (or boxes)]

Changes to Drawings

A. No changes.

Question(s)/Answer(s)

A. No questions received as of issue date. County's responses to Bidder questions shall be for the purposes of interpretation and clarification of the Contract Documents only, and shall not be construed as changing, superseding, or contradicting any express term in the Contract Documents. If any Bidder believes that a response to a question warrants a change in any term in the Contract Documents, the Bidder shall so request the change be made in writing addressed to County and received no later than the latest date for submitting Bidder questions. In the absence of a change in any term of the Contract Documents, the express terms of the Contract Documents shall have precedence. Bidder questions are listed below verbatim.

B. [Bidder's Name]

1. [List question verbatim]

2. County's response: samples: "This is in the Contract Documents" "Bid it as you see it" "The Agency finds this question ambiguous and cannot answer it"]

C. [Bidder's Name]

1. [List question verbatim]

2. County's response:

D. [Bidder's Name]

1. [List question verbatim]

2. County's response:

E. [Bidder's Name]

1. [List question verbatim]

2. County's response:

END OF DOCUMENT

SECTION 011000

SUMMARY

PART 1 GENERAL

1.1 SUMMARY

A. Section includes:

1. Summary of Work and Work Restrictions including:

a. Work Covered by Contract Documents

b. Bid Alternates and Unit Prices

c. Work Under Other Contracts

d. Work Sequence

e. Hours of Work and Notification of Adjacent Residents

f. Partial Occupancy/Utilization Requirements

g. Products Ordered in Advance

h. County-Furnished Products

1.2 WORK COVERED BY CONTRACT DOCUMENTS

A. Work comprises construction of County's, [Location of Project], California, including without limitation the construction of [Project Description].

B. Unless provided otherwise in the Contract Documents, all risk of loss to Work covered by Contract Documents shall rest with Contractor until Final Acceptance of the Work.[PM NOTE: OPTIONAL – SEE 015000 Temporary Facilities and Controls] Cost of maintenance and operation of systems and equipment prior to Final Acceptance will be considered as included in prices Bid and no direct or additional payment will be made to Contractor.[PM NOTE: If bid alternates and/or unit prices are included – Optional Text]

1.3 WORK UNDER OTHER CONTRACTS

A. Contractor shall coordinate with County and any County forces, or other contractors and forces, as required by Document 007200 (General Conditions), Paragraph 6.

B.

1.4 WORK SEQUENCE

A. Construct Work in stages and at times to accommodate County operation requirements during the construction period; coordinate construction schedule and operations with County.

None

B. The following portions of the work shall be substantially completed prior to Substantial Completion of all of the Work. Notify County in writing when Contractor considers any such part of the Work ready for its intended use and Substantially Complete and request County to issue a Certificate of Substantial Completion for that part of the Work.

None

1.5 HOURS OF WORK AND NOTIFICATION OF ADJACENT RESIDENTS

A. Prior to starting construction, The Public Infrastructure Department will notify adjacent residents of the proposed construction schedule.

B. Outdoor construction activity, except for emergency situations, will be confined to the hours 7:00 a.m. through 7:00 p.m. on Monday through Friday and, with at least forty-eight (48) hours prior notification to and approval from County's Project Manager, between 9:00 a.m. and 7:00 p.m. on Saturdays to minimize nuisances to local residents. Outdoor construction will not be allowed on Sundays or holidays.

1.6 PARTIAL OCCUPANCY/UTILIZATION REQUIREMENTS

A. Contractor shall allow County to take possession of and use any completed or partially completed portion of the Work during the progress of the Work as soon as is possible without interference to the Work.

B. Possession, use of Work, and placement and installation of equipment by County shall not in any way evidence the completion of the Work or any part of it.

C. Contractor shall not be held responsible for damage to the occupied part of the Work resulting from County occupancy.

D. Make available, in areas occupied, on a 24hour per day and 7day per week basis if required, any utility services, heating, and cooling in condition to be put in operation at the time of occupancy.

1. Responsibility for operation and maintenance of said equipment shall remain with Contractor.

2. Make, and County shall certify, an itemized list of each piece of equipment so operated with the date operation commences.

3. Itemized list noted above shall be basis for commencement of warranty period for equipment.

4. County shall pay for utility cost arising out of occupancy by County during construction.

E. Use and occupancy by County prior to acceptance of Work does not relieve Contractor of its responsibility to maintain insurance and bonds required under the Contract until entire Work is completed and accepted by County.

F. Prior to date of Final Acceptance of the Work by County, all necessary repairs or renewals in Work or part thereof so used, not due to ordinary wear and tear, but due to Defective materials or workmanship or to operations of Contractor, shall be made at expense of Contractor, as required in Document 007200 (General Conditions).

G. Use by County of Work or part thereof as contemplated by this Section 0 shall in no case be construed as constituting acceptance of Work or any part thereof. Such use shall neither relieve Contractor of any responsibilities under Contract, nor act as waiver by County of any of the conditions thereof.

PART 2 PRODUCTS

2.1 PRODUCTS ORDERED IN ADVANCE

A. As provided in Section 012000 (Price and Payment Procedures), Paragraph 1.5.E, and subject to all other provisions of the Contract Documents, County will pay for the following materials and equipment prior to incorporation into the Work:

1. List Items [PM NOTE: List here. If none, write “NONE [List Items]

2.2 COUNTY-FURNISHED PRODUCTS

A. County-Furnished Products: None

END OF SECTION

SECTION 012000

PAYMENT PROCEDURES

PART 1 GENERAL

1.1 SUMMARY

A. Section includes:

1. Description of requirements and procedures for determining amount of Work performed and for obtaining payment for Work performed.

1.2 REFERENCES

A. California Public Contract Code

B. Code of Civil Procedures

C. Government Code

1.3 SCOPE OF WORK

A. Work under Contract Documents, or under any Bid item, allowance, or Alternate, shall include all labor, materials, taxes, transport, handling, storage, supervision, administration, and all other items necessary for the satisfactory completion of Work, whether or not expressly specified or indicated.

1.4 SCOPE OF PAYMENT

A. Contract Sum, as adjusted by Contract Modification, shall be deemed to be full compensation and shall include all costs necessary to complete required Work, including Contractor overhead and profit, all costs (if any) for loss or damage arising from nature of Work or prosecution of the Work, and from action of elements. Unless Contract Documents expressly provide otherwise, the Contract Sum shall be deemed to include:

1. Any and all costs arising from any unforeseen difficulties which may be encountered during, and all risks of any description connected with, prosecution of Work or prosecution of Bid item (whether lump sum or unit price) until acceptance by County;

2. All expenses incurred due to suspension, or discontinuance of Work or discontinuance of Bid item (whether lump sum or unit price) as provided in Contract Documents;

3. Escalation to allow for cost increases between time of Contract Award and completion of Work or completion of Bid item (whether lump sum or unit price).

4. Any expense incurred by Contractor for any purpose in connection with the performance and completion of said Work, including all incidental Work necessary for completion of the Work.

B. Whenever it is specified herein that Contractor is to do Work or furnish materials of any class for which no price is fixed in Contract Documents, it shall be understood that Contractor is to do such Work or furnish such materials without extra charge or allowance or direct payment of any sort, and that cost of doing Work or furnishing materials is to be included in price Bid, unless it is expressly specified herein, in particular cases, that Work or material is to be paid for as extra Work.

C. No payment shall be made for materials or equipment not yet incorporated into the Work, except as may be specifically approved by County in its sole discretion. Before payment for any such materials and equipment, Contractor must satisfy the following conditions:

1. The materials and/or equipment shall be delivered and suitably stored at the Site or at another local location agreed to in writing, for example, a mutually acceptable bonded warehouse;

2. Full title to the materials and/or equipment shall vest in County at the time of delivery to the Site, warehouse or other storage location;

3. Obtain a negotiable warehouse receipt, endorsed over to County for materials and/or equipment stored in an Off Site bonded warehouse. No payment will be made until such endorsed receipts are delivered to County;

4. Stockpiled materials and/or equipment shall be available for County inspection, but County shall have no obligation to inspect them and its inspection or failure to inspect shall not relieve Contractor of any obligations under the Contract Documents. Materials and/or equipment shall be segregated and labeled or tagged to identify these specific Contract Documents;

5. After delivery of materials and/or equipment, if any inherent or acquired defects are discovered, Defective materials and/or equipment shall be removed and replaced with suitable materials and/or equipment at Contractor's expense;

6. At Contractor's expense, insure the materials and/or equipment against theft, fire, flood, vandalism, and malicious mischief, as well as any other coverages required under the Contract Documents;

7. Contractor's Application for Payment shall be accompanied by a bill of sale, invoice or other documentation warranting that County has received the materials and equipment free and clear of all liens and evidence that the materials and equipment are covered by appropriate property insurance and

other arrangements to protect County's interest therein, all of which must be satisfactory to County. This documentation shall include, but not be limited to, conditional releases of mechanics' liens and stop notices from all those providing materials and equipment as to which the Application for Payment relates, as well as unconditional releases of the same from the same as to the previous Application for Payment for which they have not already been provided.

1.5 BASIS OF PAYMENT

A. When estimated quantity for specific portion of Work is not indicated or unit is designated as lump sum, payment will be on a lump sum basis for Work satisfactorily completed in accordance with Contract Documents.

B. When estimated quantity for specific portions of Work is listed in Bid Form, and Bid Item is described in Section 010220 (Unit Prices): As provided in Section 010220.

C. County does not expressly, or by implication, agree, warrant, or represent in any manner, that actual amount of Work will correspond with amount shown or estimated and reserves right to increase or decrease amount of any class or portion of Work, to leave out entire Bid Item or Items, or to add work not originally included in Bid or Contract Documents, when in its judgment such change is in County's best interests. No change in Work shall be considered a waiver of any other condition of Contract Documents. No claim shall be made for anticipated profit, for loss of profit, for damages, or for extra payment whatever, except as otherwise expressly provided for in Contract Documents, because of any differences between amount of work actually done and estimated amount as set forth herein, or for elimination of Bid Items.

1.6 PROGRESS PAYMENTS

A. County's Project Manager and Architect are authorized to approve progress payments in conformance with Contract Documents and the Auditor/Controller of the County of Sonoma is authorized to process such payments upon their submission by the General Services Department.

B. Progress payments will be made monthly.

C. Schedule of Values:

1. Not later than the time described in Document 007200 (General Conditions) Paragraph 11.1.B, Contractor shall submit a preliminary, detailed breakdown of its Bid by scheduled Work items and/or activities, including coordination responsibilities and Project Record Documents responsibilities. Where more than one Subcontractor comprises the work of a Work item or activity, the breakdown shall show a separate line item for each subcontract. Furnish such

breakdown of the total Contract Sum by assigning dollar values (cost estimates) to each applicable Work activity, which cumulative sum equals the total Contract Sum. The format and detail of the breakdown shall be as directed by County to facilitate and clarify future progress payments to Contractor for direct Work under Contract Documents. Once approved by County, this breakdown shall be referred to as the Schedule of Values.

2. Contractor's overhead, profit, insurance, cost of bonds (except to the extent expressly identified in a Bid item) and/or other financing, as well as "general conditions costs," (e.g., Site cleanup and maintenance, temporary roads and access, off-Site access roads, temporary power and lighting, security, and the like), shall be prorated through all activities so that the sum of all the Schedule of Values line items equals Contractor's total Contract Sum.

3. County will review the breakdown in conjunction with the Progress Schedule to ensure that the dollar amounts of this Schedule of Values are, in fact, reasonable cost allocations for the Work items listed. Upon favorable review by County, County will accept this Schedule of Values for use. County shall be the sole judge of reasonable cost allocations.

4. County will reject any attempt to increase the cost of early activities, i.e., "front loading," resulting in a complete reallocation of moneys until such "front loading" is corrected. Repeated attempts at "front loading" may result in suspension or termination of the Work for default, or refusal to process progress payments until such time as the Schedule of Values is acceptable to County.

D. Application for Payment:

1. On or before the twentieth (20th) Day of each month, Contractor shall submit to County three (3) copies of an Application for Payment for the cost of the Work put in place during the period from the fifteenth (15th) Day of the previous month to the fifteenth (15th) Day of the current month, along with one (1) copy of County-approved updated Schedule. Such Applications for Payment shall be for the total value of activities completed or partially completed, including approved activity costs, based upon Schedule of Values prices (or Bid item prices if unit price of all labor and materials incorporated in the Work up until midnight of the last Day of that one-month period, less the aggregate of previous payments. Accumulated retainage shall be shown as separate item in payment summary. If necessary, County and Contractor will meet to reconcile any differences. If Contractor is late submitting its Application for Payment, that Application may be processed at any time during the succeeding one-month period, resulting in processing of Contractor's Application for Payment being delayed for more than a Day for Day basis.

2. Applications for Payment may include, but are not necessarily limited to the following:

a. Material, equipment, and labor incorporated into the Work, less any previous payments for the same;

3. At the time any Application for Payment is submitted, certify in writing the accuracy of the Application and that Contractor has fulfilled all scheduling requirements of Document 007200 (General Conditions) and Section 013200 (Construction Progress Documentation), including updates and revisions. A responsible officer of Contractor shall execute the certification.

4. No progress or initial payment will be processed prior to County receiving all requested, acceptable schedule update information. Failure to submit a Progress Schedule update complying with Section 013200 justifies denying the entire Application for Payment.

5. Each Application for Payment shall list each Change Order executed prior to date of submission, including the Change Order Number, and a description of the Work activities, consistent with the descriptions of original Work activities.

6. If County requires substantiating data, submit information requested by County, with cover letter identifying Project, Application for Payment number and date, and detailed list of enclosures. Submit one (1) copy of substantiating data and cover letter for each copy of Application for Payment submitted.

E. Progress Payments:

1. County will review Contractor's Application for Payment following receipt. If adjustments need to be made to percent of completion of each activity, County will make appropriate notations and return to Contractor. Contractor shall revise and resubmit. All parties shall update percentage of completion values in the same manner, i.e., express value of an accumulated percentage of completion to date.

2. Each Application for Payment may be reviewed by County and/or inspectors to determine whether the Application for Payment is proper, and shall be rejected, revised, or approved by County pursuant to the Schedule of Values prepared in accordance with Paragraph 1.6A of this Section 0.

3. If it is determined that the Application for Payment is not proper and suitable for payment, County will return it to Contractor as soon as practicable, but no later than seven (7) Days after receipt, together with a document setting forth in writing the reasons why the Application for Payment is not proper. If County determines that portions of the Application for Payment are not proper or not due under the Contract Documents, then County may approve the other portions of the Application for Payment, and in the case of disputed items or Defective Work not remedied, may withhold up to one hundred fifty percent (150%) of the disputed amount from the progress payment.

4. Pursuant to Public Contract Code Section 20104.50, if County fails to make any progress payment within thirty (30) Days after receipt of an undisputed and properly submitted Application for Payment from Contractor, County shall pay interest to Contractor equivalent to the legal rates set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure. The thirty (30) Day period shall be reduced by the number of Days by which County exceeds the seven (7) Day return requirement set forth herein.

5. As soon as practicable after approval of each Application for Payment for progress payments, County will pay to Contractor in manner provided by law, an amount equal to ninety-five percent (95%) of the amounts otherwise due as provided in the Contract Documents, or a lesser amount if so provided in Contract Documents and/or Bidding Documents, provided that payments may at any time be withheld if, in judgment of County, Work is not proceeding in accordance with Contract, or Contractor is not complying with requirements of Contract, or to comply with stop notices or to offset liquidated damages accruing or expected.

6. Before any progress payment or final payment is due or made, Contractor shall submit satisfactory evidence that Contractor is not delinquent in payments to employees, Subcontractors, suppliers, or creditors for labor and materials incorporated into Work. This specifically includes, without limitation, conditional lien release forms for the current progress payment and unconditional release forms for past progress payments. County also may elect in its sole discretion to pay progress payments by joint check to Contractor and each Subcontractor having an interest in that progress payment in such amount.

7. County reserves and shall have the right to withhold payment for any equipment and/or specifically fabricated materials that, in the sole judgment of County, are not adequately and properly protected against weather and/or damage prior to or following incorporation into the Work.

8. Granting of progress payment or payments by County, or receipt thereof by Contractor, shall not be understood as constituting in any sense acceptance of Work or of any portion thereof, and shall in no way lessen liability of Contractor to replace unsatisfactory Work or material, though unsatisfactory character of Work or material may have been apparent or detected at time payment was made.

9. When County shall charge sum of money against Contractor under any provision of Contract Documents, amount of charge shall be deducted and retained by County from amount of next succeeding progress payment or from any other moneys due or that may become due Contractor under Contract. If, on completion or termination of Contract, such moneys due Contractor are found insufficient to cover County's charges against it, County shall have right to recover balance from Contractor or Sureties.

1.7 SUBSTITUTION OF SECURITIES IN LIEU OF RETENTION

A. In accordance with the provisions of Public Contract Code Section 22300, substitution of securities for any moneys withheld under Contract Documents to ensure performance is permitted under following conditions:

1. At request and expense of Contractor, securities 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 Contractor and County which are equivalent to the amount withheld under retention provisions of Contract shall be deposited with Controller or with a state or federally chartered bank in California, as the escrow agent, who shall then pay such moneys to Contractor. Upon satisfactory completion of Contract, securities shall be returned to Contractor.

2. Alternatively, Contractor may request and County shall make payment of retentions earned directly to the escrow agent at the expense of Contractor. At the expense of Contractor, Contractor may direct the investment of the payments into securities and receive the interest earned on the investments upon the same terms provided for in this Section 0 for securities deposited by Contractor. Upon satisfactory completion of Contract Documents, Contractor shall receive from escrow agent all securities, interest, and payments received by the escrow agent from County, pursuant to the terms of this Section 0.

3. Contractor shall be beneficial owner of securities substituted for moneys withheld and shall receive any interest thereon.

4. Contractor shall enter into escrow agreement with Controller according to Document 00680 (Escrow Agreement for Security Deposits in Lieu of Retention), as authorized under Public Contract Code Section 22300, specifying amount of securities to be deposited, terms and conditions of conversion to cash in case of default of Contractor, and termination of escrow upon completion of Contract Documents.

5. If Contractor elects to receive interest on moneys withheld in retention by County, it shall, at the request of any Subcontractor performing more than five percent of Contractor's total bid, make that option available to the Subcontractor regarding any moneys withheld in retention by Contractor from the Subcontractor. If Contractor elects to receive interest on any moneys withheld in retention by County, then the Subcontractor shall receive the identical rate of interest received by Contractor on any retention moneys withheld from the Subcontractor by Contractor, less any actual pro rata costs

associated with administering and calculating that interest. In the event that the interest rate is a fluctuating rate, the rate for the Subcontractor shall be determined by calculating the interest rate paid during the time that retentions were withheld from the Subcontractor. If Contractor elects to substitute securities in lieu of retention, then, by mutual consent of Contractor and the Subcontractor, the Subcontractor may substitute securities in exchange for the release of moneys held in retention by Contractor. Contractor may not require any Subcontractor to waive any provision of this paragraph.

6. Public Contract Code Section 22300 is hereby incorporated in full by this reference.

1.8 FINAL PAYMENT

A. As soon as practicable after all required Work is completed in accordance with Contract Documents, including punchlist, testing, record documents, Contractor maintenance after Final Acceptance and issuance of Final Inspection report, County will pay to Contractor, in manner provided by law, unpaid balance of Contract Sum of Work (including without limitation retentions), or whole Contract Sum of Work if no progress payment has been made, determined in accordance with terms of Contract Documents, less sums as may be lawfully retained under any provisions of Contract Documents or by law.

B. Prior progress payments shall be subject to correction in the final payment. County's determination of amount due as final payment shall be final and conclusive evidence of amount of Work performed by Contractor under Contract Documents and shall be full measure of compensation to be received by Contractor.

C. Contractor and each assignee under an assignment in effect at time of final payment shall execute and deliver at time of final payment, and as a condition precedent to final payment, Document 006400 (Affidavit of Release of Liens Form).

1.9 EFFECT OF PAYMENT

A. Payment will be made by County, based on County's observations at the Site and the data comprising the Application for Payment. Payment will not be a representation that County has:

1. Made exhaustive or continuous on-Site inspections to check the quality or quantity of Work;

2. Reviewed construction means, methods, techniques, sequences, or procedures;

3. Reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by County to substantiate Contractor's right to payment; or

4. Made examination to ascertain how or for what purpose Contractor has used money previously paid on account of the Contract Sum.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 012100

ALTERNATES

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes: Identification and description of each alternate.

B. Related Documents:

1. Bid Form: Price (additive or deductive from Contract Sum) of each Alternate.

2. Agreement: Alternates accepted by County for incorporation into the Work.

3. Sections of Specifications identified in each Alternate.

1.2 PROCEDURES

A. Alternates will be exercised at the option of County at any time within thirty (30) days of Contract award, or such later time (if any) indicated in Contract Documents. Any Alternate not so exercised will not be included in Work of Contract documents, nor shall Bid prices thereof be included in Contract Sum.

B. County exercise of any Alternate shall not adjust Contract Time, unless specifically stated otherwise in this Section 0122100. [PM NOTE: Verify time impact—and if so include in applicable substantive description in part 3 below]]

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION

3.1 SCHEDULE OF ALTERNATE BIDS

A. ALTERNATE NO. 1:

1) Under Alternate 1, provide _____, as indicated in _____.

B. ALTERNATE NO. 2:

1) Under Alternate 2, provide _____, as indicated in _____.

C. ALTERNATE NO. 3:

1) Under Alternate 3, provide
_____, as indicated in
_____.

END OF SECTION

SECTION 012200

UNIT PRICES

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes: Unit Prices and procedures for doing unit price work. Payment for Unit Price Work shall be on the basis of actual quantities of additional or deleted Work satisfactorily performed in accordance with requirements of the contract documents.

B. Related Sections: The completion of the work described in this Section may require work in or coordination with other sections of these specifications. Contractor and the subcontractor shall be responsible for identifying and including all related work in other Sections of these specifications and/or drawings necessary for a complete installation of the work described in his Section. These related Sections include but are not limited to the following:

1. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Divisions 1 Specification Sections, apply to this Section

2. Document 007200 – General Conditions: Article 14, Modifications of Contract Documents

3. Section 012000 – Price and Payment Procedures

4. Section 012600 – Contract Modification Procedures

1.2 SCOPE OF WORK

A. Unit Prices shall apply to Work covered by unit prices, regardless of quantity. By submitting a Bid, Contractor acknowledges that these unit prices shall remain fixed throughout performance of the Contract, regardless of any incremental cost differentials resulting from variances in any quantity estimates or increased or decreased economies of scale.

1.3 DETERMINATION OF QUANTITIES

A. Quantity of Work to be paid for under any item for which a unit price is fixed in Contract Documents shall be number, as determined by County, of units of Work satisfactorily

completed in accordance with Contract Documents or as directed by County. Unless otherwise provided, determination of number of units of Work so completed will be based, so far as practicable, on actual measurement or count within prescribed or ordered limits, and no payment will be made for Work done outside of limits. Measurements and computations will be made by methods set forth in Contract Documents, including without limitation this Section 012000. If methods are not so set forth, measurements shall be made in any manner which County considers appropriate for class of Work measured (e.g., pre-assigned values, percentage completion, units completed or incremental Milestones). Contractor must immediately inform County of any disputes regarding quantity measurements and shall immediately supply County with any documentation supporting the disputed measurements.

1.4 PROCEDURE

A. Payment for Unit Price Work shall be on the basis of actual quantities of Work satisfactorily completed as set forth in the Specifications and shown on the Drawings.

B. Refer to Section 012000 for payment application procedures.

C. Measurement for payment of Unit Price items shall be as specified in Article 1.05 of Section 012000.

D. County reserves the right to increase or decrease the quantities shown on the Schedule of Bid Prices in Section 004113 or on the Drawings by the state maximum amount specified in Section 012000 without a change in the Unit Price.

E. Refer to Section 012600 – Contract Modification Procedures for procedures for adjustment of Unit Prices for quantity increases, quantity decreases or deletions in the Work.

1.5 SCHEDULE OF UNIT PRICES

A. Unit Price No. 1:_____

B. Unit Price No. 2:_____

C. Unit Price No. 3:_____

1.6 BASIS OF PAYMENT

A. Unit Price Quantities: When estimated quantity for specific portions of Work is listed in Bid Form, quantity of Work to be paid for shall be actual number of units satisfactorily completed, as determined by County and certified by Contractor, in accordance with Contract Documents.

END OF SECTION

SECTION 012600

CONTRACT MODIFICATION PROCEDURES

PART 1 GENERAL

1.1 SUMMARY

A. Section includes:

Description of general procedural requirements for clarifications, alterations, modifications, and extras.

1.2 GENERAL

A. Any change in scope of Work or deviation from Contract Documents including, without limitation, extra Work, or alterations or additions to or deductions from the original Work, shall not invalidate the original Contract, and shall be performed under the terms of the Contract Documents.

B. Only Contractor or County may initiate changes in scope of Work or deviation from Contract Documents.

1. Contractor may initiate changes by submitting RFIs.

   a. RFIs shall be submitted to seek clarification of or to request changes in the Contract Documents.

   b. RFIs related to concealed or unknown conditions shall be submitted in accordance with Document 007200 (General Conditions).

   c. RFIs related to hazardous waste conditions shall be submitted in accordance with Document 007200 (General Conditions).

2. Contractor shall be responsible for its costs to implement and administer RFIs throughout the Contract duration, regardless of the number of RFIs submitted. Contractor shall be responsible for both County and its Architect's, Engineer's, and Consultant's administrative costs for answering RFIs where the answer could reasonably be found by reviewing the Contract Documents, as determined by County; at County's discretion, such costs may be deducted from progress payments or final payment.

3. County may seek to clarify Contract Documents provisions by issuing Architect's Supplemental Instruction (ASI). If Contractor disagrees with ASI or believes that complying with ASI entitles it to changes in the Work or Contract Time,

Contractor shall notify County in writing by submitting an RFI within ten (10) Days of receipt of the ASI.

4. County may initiate changes in the Work or Contract Time by issuing RFPs to Contractor. Such RFPs will detail all proposed changes in the Work and request a quotation of changes in Contract Sum and Contract Time from Contractor.

5. County may also, by Construction Change Directive ("CCD"), order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly. A CCD shall be used in the absence of total agreement on the terms of a Change Order.

1.3 PROCEDURES

A. Cost Proposal and Procedures: Whenever Contractor is required in this Section to prepare a Cost Proposal, and whenever Contractor is entitled to submit a Cost Proposal and elects to do so, Contractor shall prepare and submit to County for consideration a Cost Proposal using the form attached to this Section . All Cost Proposals must contain a complete breakdown of costs of credits, deducts, and extras; itemizing materials, labor, taxes, overhead and profit; plus cost of bonds and insurance. The cost of bonds and insurance shall not be more than two percent (2%) of the total cost of materials, labor, taxes, overhead and profit. All Subcontractor Work shall be so indicated. Individual entries on the Cost Proposal form shall be determined as provided in Paragraphs 1.4 and 1.5 of this Section . After receipt of a Cost Proposal with a detailed breakdown, County will act promptly thereon.

1. If County accepts a Cost Proposal, County will prepare Change Order for County and Contractor signatures.

2. If Cost Proposal is not acceptable to County because it does not agree with cost and/or time included in Cost Proposal, County will submit in a response what it believes to be a reasonable cost and/or adjustment, if any. Except as otherwise provided in this Section , Contractor shall have seven (7) Days in which to respond to County with a revised Cost Proposal.

3. When necessity to proceed with a change does not allow County sufficient time to conduct a proper check of a Cost Proposal (or revised Cost Proposal), County may issue CCD ordering Contractor to proceed on basis to be determined at earliest practical date. In this event, value of change, with corresponding equitable adjustment to Contract, shall not be more than increase or less than decrease proposed.

B. RFI Procedures: Whenever Contractor requires information regarding the Project or Contract Documents, or receives a request for information from a Subcontractor, Contractor may prepare and deliver an RFI to County. Contractor shall use RFI format

provided by County. Contractor must submit time critical RFIs at least thirty (30) Days before scheduled start date of the affected Work activity. Contractor shall reference each RFI to an activity of Progress Schedule and shall note time criticality of the RFI, indicating time within which a response is required. Contractor's failure to reference RFI to an activity on the Progress Schedule and note time criticality on the RFI shall constitute Contractor's waiver of any claim for time delay or interruption to the Work resulting from any delay in responding to the RFI.

1. County will respond within ten (10) Days from receipt of RFI with a written response to Contractor. Additionally, County may return RFI to Contractor requesting additional information from Contractor should original RFI be inadequate in describing condition. Contractor shall distribute response to all appropriate Subcontractors.

2. If Contractor is satisfied with the response and does not request change in Contract Sum or Contract Time, then the response shall be executed without a change.

3. If Contractor believes the response is incomplete, Contractor shall issue another RFI (with the same RFI number with the number .1 indicating if it is a follow-up RFI) to County clarifying original RFI.

4. If Contractor believes that the response results in change in Contract Sum or Contract Time, Contractor shall notify County in writing within seven (7) Days after receiving the response. If County disagrees with Contractor, then Contractor shall proceed with the work identified and may give notice of intent to submit a Claim as described in Article 12 of Document 007200 (General Conditions), and submit its Claim within thirty (30) Days of County's response. If County agrees with Contractor, then Contractor must submit a Cost Proposal within twenty-one (21) Days of date of County's response as described in Article 1.3.A above. Contractor's failure to deliver either the foregoing notice and Claim or Cost Proposal by the respective deadlines stated in the foregoing sentences shall result in waiver of the right to file a Cost Proposal or Claim.

C. Supplemental Instruction: County may issue Supplemental Instruction to Contractor.

1. If Contractor is satisfied with Supplemental Instruction and does not request change in Contract Sum or Contract Time, then the Supplemental Instruction shall be executed without a Change Order.

2. If Contractor believes that the response results in change in Contract Sum or Contract Time, Contractor shall follow the procedure described in Paragraph 1.3.B.4.

D. Construction Change Directives: If at any time County believes in good faith that a timely Change Order will not be agreed upon using the foregoing procedures, County may issue a CCD with its recommended cost and/or time adjustment. Upon receipt of CCD,

Contractor shall promptly proceed with the change of Work involved and concurrently respond to County's CCD within seven (7) Days.

1. Contractor's response must be any one of following:

a. Provide written response to County, accepting County's response, time, and cost.

b. Submit a (revised if applicable) Cost Proposal with supporting documentation (if applicable, reference original Cost Proposal number followed by the number .1, .2, .3, etc. for each revision), if County so requests.

c. Give notice of intent to submit a Claim as described in Article 12 of Document 007200 (General Conditions).

2. If the CCD provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

a. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation.

b. Unit prices stated in the Contract Documents or subsequently agreed upon.

c. Force Account.

d. Cost to be determined in a manner agreed.

e. Lump Sum.

3. Contractor's written agreement to a CCD shall be recorded in a Change Order.

4. If Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by County on the basis of reasonable expenditures and savings of those performing the Work attributable to the change including, in case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. If the parties still do not agree on the price for a CCD, Contractor may file a Claim per Article 12 of Document 007200 (General Conditions). Contractor shall keep and present, in such form as County may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this paragraph shall be limited to those provided in Paragraphs 1.4 and 1.5 of this Section .

5. Pending final determination of cost to County, amounts not in dispute may be included in Applications for Payment after a Change Order is executed for the amount not in dispute.

E. County requested RFP: Contractor shall furnish a Cost Proposal within twenty-one (21) Days of County's RFP. Upon approval of RFP, County will issue a Change Order directing Contractor to proceed with extra Work. If the parties do not agree on the price for an RFP, County may either issue a CCD or decide the issue per Article 12 of Document 007200 (General Conditions). Contractor shall perform the changed Work notwithstanding any claims or disagreements of any nature.

F. All Changes:

1. Documentation of Change in Contract Sum and Contract Time:

a. Contractor shall maintain detailed records of Work performed on a time-and-material basis.

b. Contractor shall document each proposal for a change in cost or time with sufficient data to allow evaluation of the proposal.

c. Contractor shall, on request, provide additional data to support computations for:

1) Quantities of products, materials, labor, and equipment

2) Taxes, insurance, and bonds

3) Overhead and profit

4) Justification for any change in Contract Time and new Progress Schedule showing revision due, if any

5) Credit for deletions from Contract, similarly documented

d. Contractor shall support each claim for additional costs, and for Work performed on a Force-Account basis, with additional information including:

1) Credit for deletions from Contract, similarly documented

2) Origin and date of claim

3) Dates and times Work was performed and by whom

4) Time records and wage rates paid

5) Invoices and receipts for products, materials, equipment, and subcontracts, similarly documented

G. Correlation of Other Items:

1. Contractor shall revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum as shown thereon prior to the next monthly pay period.

2. Contractor shall revise the Progress Schedules prior to the next monthly pay period.

3. Contractor shall enter changes in Project Record Documents prior to the next monthly pay period.

H. Responses: For all responses for which the Contract Documents, including without limitation this Section 012600, do not provide a specific time period, recipients shall respond within a reasonable time.

1.4 COST DETERMINATION

A. Total cost of extra Work or of Work omitted shall be the sum of labor costs, material costs, equipment rental costs, and specialist costs as defined herein plus overhead and profit as allowed herein. This limit applies in all cases of claims for extra Work, whether calculating Cost Proposals, Change Orders or CCDs, or calculating claims of all types, and applies even in the event of fault, negligence, strict liability, or tort claims of all kinds, including strict liability or negligence. Contractor may recover no other costs arising out of or connected with the performance of extra Work, of any nature. No special, incidental or consequential damages may be claimed or recovered against County, its representatives or agents, whether arising from breach of Contract, negligence, or strict liability, unless specifically authorized in the Contract Documents.

B. Overhead and Profit: (Overhead shall be as defined in Paragraph 1.8 of this Section 0012600)

1. Overhead and profit on labor for extra Work shall not exceed fifteen percent (15%).

2. Overhead and profit on materials for extra Work shall not exceed fifteen percent (15%).

3. Overhead and profit on equipment rental for extra Work shall not exceed fifteen percent (15%).

4. When extra Work is performed by a first tier Subcontractor, Contractor shall receive a five percent (5%) markup on Subcontractors' total costs of extra Work. First tier Subcontractor's markup on its Work shall not exceed fifteen percent (15%).

5. When extra Work is performed by a lower tier Subcontractor, Contractor shall receive a total of five percent (5%) markup on all Subcontractors' total costs of extra Work. First tier Subcontractors and lower tier Subcontractors shall combine markup not to exceed nineteen percent (19%) and shall be divided as mutually agreed.

6. Notwithstanding the foregoing, in no case shall the total markup on any extra Work exceed twenty five percent (25%) of the direct cost, notwithstanding the actual number of Contract tiers.

7. On proposals covering both increases and decreases in Contract Sum, overhead and profit shall be allowed on the net increase only as determined in this Paragraph 1.4. When the net difference is a deduction, no percentage for overhead profit and commission shall be allowed, but rather a deduction shall apply.

8. The markup shall include profit, small tools, cleanup, engineering, supervision, warranties, cost of preparing the cost proposal, jobsite overhead, home office overhead, and other items as defined in Paragraph 1.8 of this Section 012600. No markup will be allowed on taxes, insurance, and bonds.

C. Taxes:

1. All State sales tax, use tax, and Sonoma County and applicable City sales taxes shall be included.

2. Federal and Excise tax shall not be included.

D. Owner-Operated Equipment: When owner-operated equipment is used to perform extra Work, Contractor will be paid for operator as follows:

1. Payment for equipment will be made in accordance with Paragraph 1.5C of this Section .

2. Payment for cost of labor will be made at no more than rates of such labor established by Department of Industrial Relations Prevailing Wage Determination for type of worker and location of Work, whether or not owner-operator is actually covered by such an agreement.

E. Accord and Satisfaction: Every Change Order shall constitute a full accord and satisfaction, and release, of all Contractor (and if applicable, Subcontractor) claims for additional time, money or other relief arising from or relating to the subject matter of the change including, without limitation, impacts of all types, cumulative impacts, inefficiency, overtime, delay, and any other type of claim. Contractor may elect to reserve its rights to disputed claims arising from or relating to the changed Work at the time it signs a Change Order, but must do so expressly in writing delivered concurrently with the executed Change Order, and must also submit a Claim for the reserved disputed items pursuant to Article 12 of Document 007200 (General Conditions) no later than thirty (30) Days of Contractor's first written notice of its intent to reserve rights.

1.5 COST BREAKDOWN

A. Labor: Contractor will be paid cost of labor for workers (including forepersons when authorized by County) used in actual and direct performance of extra Work. Labor rate, whether employer is Contractor, Subcontractor or other forces, will be sum of following:

1. Actual Wages: Actual wages paid shall include any employer payments to or on behalf of workers for health and welfare, pension, vacation, and similar purposes.

2. Labor surcharge: Payments imposed by local, county, state, and federal laws and ordinances, and other payments made to, or on behalf of, workers, other than actual wages as defined in Paragraph 1.5.A.1 of this Section , such as taxes and insurance. Labor surcharge shall be and shall not exceed that set forth in California Department of Transportation official labor surcharges schedule which is in effect on date upon which extra Work is accomplished and which schedule is incorporated herein by reference as though fully set forth herein.

B. Material: Only materials furnished by Contractor and necessarily used in performance of extra Work will be paid for. Cost of such materials will be cost, including sales/use taxes, to purchaser (Contractor, Subcontractor or other forces) from supplier thereof, except as the following are applicable:

1. If cash or trade discount by actual supplier is offered or available to purchaser, it shall be credited to County notwithstanding fact that such discount may not have been taken.

2. For materials salvaged upon completion of extra Work, salvage value of materials shall be deducted from cost, less discounts, of materials.

3. If cost of a material is, in opinion of County, excessive, then cost of material shall be deemed to be lowest current wholesale price at which material is available in quantities concerned delivered to Site, less any discounts as provided in Paragraph 1.5.B.1 of this Section .

C. Equipment Rental: For Contractor- or Subcontractor-owned equipment, payment will be made at rental rates listed for equipment in California Department of Transportation official equipment rental rate schedule which is in effect on date upon which extra Work is accomplished and which schedule is incorporated herein by reference as though fully set forth herein. If there is no applicable rate for an item of equipment, then payment shall be made for Contractor- or Subcontractor-owned equipment at rental rate listed in the most recent edition of the Association of Equipment Distributors (AED) book. For rented equipment, payment will be made based on actual rental invoices. Equipment used on extra Work shall be of proper size and type. If, however, equipment of unwarranted size or type and cost is used, cost of use of equipment shall be calculated at rental rate for equipment of proper size and type, as determined by County. Rental rates paid shall be deemed to cover cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Unless otherwise specified, manufacturer's ratings, and manufacturer-approved modifications, shall be used to classify equipment for determination of applicable rental rates. Individual pieces of equipment or tools not listed in said publication and having a replacement value of $100 or less, whether or not

consumed by use, shall be considered to be small tools and no payment will be made therefor as payment is included in payment for labor. Rental time will not be allowed while equipment is inoperative due to breakdowns.

1. For equipment on Site, rental time to be paid for equipment shall be time equipment is in operation on extra Work being performed or on standby as approved by County. The following shall be used in computing rental time of equipment:

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

b. When daily rates are listed, less than four hours of operation shall be considered to be half (1/2) Day of operation.

2. For equipment that must be brought to Site to be used exclusively on extra Work, cost of transporting equipment to Site and its return to its original location shall be determined as follows:

a. County will pay for costs of loading and unloading equipment.

b. Cost of transporting equipment in low bed trailers shall not exceed hourly rates charged by established haulers.

c. Cost of transporting equipment shall not exceed applicable minimum established rates of California Public Utilities Commission.

d. County will not make any payment for transporting and loading and unloading equipment if equipment is used on Work in any other way than upon extra Work.

3. Rental period may begin at time equipment is unloaded at Site of extra Work and terminate at end of the performance of the extra Work or Day on which County directs Contractor to discontinue use of equipment, whichever first occurs. Excluding Saturdays, Sundays, and except for County's legal holidays, unless equipment is used to perform extra Work on such Days, rental time to be paid per Day shall be four (4) hours for zero (0) to four (4) hours of operation, six (6) hours for four (4) to six (6) hours of operation and eight (8) hours for six (6) to eight (8) hours of operation. Hours to be paid for equipment that is operated less than eight hours due to breakdowns, shall not exceed eight less number of hours equipment is inoperative due to breakdowns.

1.6 FORCE-ACCOUNT WORK

A. If it is impracticable because of nature of Work, or for any other reason, to fix an increase or decrease in price definitely in advance, Contractor may be directed to proceed at a not-to-exceed (NTE) maximum price which shall not under any

circumstances be exceeded. Subject to such limitation, such extra Work shall be paid for at actual necessary cost for Force-Account Work or at the negotiated cost, as determined by County. The cost for Force-Account Work shall be determined pursuant to Paragraphs 1.4 and 1.5 of this Section .

B. Force-Account Work shall be used when it is not possible or practical to price out the changed Work prior to the start of that Work. In these cases, Force-Account Work will be utilized during the pricing and negotiation phase of the change. Once negotiations have been concluded and a bilateral agreement has been reached, the tracking of the Work under Force-Account is no longer necessary. Force-Account Work shall also be used when a bilateral agreement on the value of the changed Work cannot be reached. County may approve other uses of Force-Account Work.

C. Whenever any Force-Account Work is in progress, Contractor shall report to County each Business Day in writing in detail amount and cost of labor and material used, and any other expense incurred in Force-Account Work on preceding Day. No claim for compensation for Force-Account Work will be allowed unless report shall have been made. Force-Account (cost reimbursement) charges shall be recorded daily and summarized in a form acceptable to County. Contractor or authorized representative shall complete and sign form each Day. Contractor shall also provide with the form: the names and classifications of workers and hours worked by each; an itemization of all materials used; a list by size, type, and identification number of equipment and hours operated; and an indication of all Work performed by specialists.

D. Whenever Force-Account Work is in progress, Contractor shall report to County when seventy-five percent (75%) of the NTE amount has been expended.

E. Force-Account Work shall be paid as extra Work under this Section . Methods of determining payment for Work and materials provided in this Paragraph 1.6 shall not apply to performance of Work or furnishings of material that, in judgment of County, may properly be classified under items for which prices are otherwise established in Contract Documents.

1.7 COUNTY-FURNISHED MATERIALS

A. County reserves right to furnish materials as it deems advisable, and Contractor shall have no claims for costs and overhead and profit on such materials.

1.8 OVERHEAD DEFINED

A. The following constitutes charges that are deemed included in overhead for all Contract Modifications, including Force-Account Work or CCD Work, whether incurred by Contractor, Subcontractors, or suppliers, and Contractor shall not invoice or receive payment for these costs separately:

1. Drawings: field drawings, Shop Drawings, etc., including submissions of drawings

2. Routine field inspection of Work proposed

3. General Superintendence

4. General administration and preparation of cost proposals, schedule analysis, Change Orders, and other supporting documentation as necessary

5. Computer services

6. Reproduction services

7. Salaries of project engineer, superintendent, timekeeper, storekeeper, and secretaries

8. Janitorial services

9. Temporary on site facilities, including for any extended periods of Contract Time

- **a.** Offices
- **b.** Telephones
- **c.** Plumbing
- **d.** Electrical: Power, lighting
- **e.** Platforms
- **f.** Fencing, etc.
- g. Water

10. Home office expenses

11. Procurement and use of vehicles and fuel used coincidentally in Work otherwise included in the Contract Documents

12. Surveying

13. Estimating

14. Protection of Work

15. Handling and disposal fees

16. Final cleanup

17. Other incidental Work

1.9 RECORDS AND CERTIFICATION

A. No payment for Force-Account Work shall be made until Contractor submits a Cost Proposal with original invoices substantiating materials and labor charges and all daily reports.

B. County shall have the right to audit all records in possession of Contractor relating to activities covered by Contractor's claims for Modification of Contract, including Force-Account Work and CCD Work.

C. Further, County will have right to audit, inspect, or copy all records maintained in connection with this Contract, including financial records, in possession of Contractor relating to any transaction or activity occurring or arising out of, or by virtue of, the Contract. If Contractor is a joint venture, right of County shall apply collaterally to same extent to records of joint venture sponsor, and of each individual joint venture member. This right shall be specifically enforceable, and any failure of Contractor to voluntarily comply shall be deemed an irrevocable waiver and release of all claims then pending that were or could have been subject to the Article 12 of Document 007200 (General Conditions).

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

COST PROPOSAL TEMPLATE

TPW ADA Signalized Intersections Batches 5 & 6 CP Number: CP40024TB & CP40024TD

Date: _____

In Response To: _____

RFP#, RFI# or ASI#

Facilities Development and Management

400 Aviation Blvd, Floor 2

Santa Rosa, CA 95403

(707) 565-2550 Phone

FROM: _____

_____

_____

TO: Mark Abel

Senior Project Specialist

400 Aviation Blvd, Floor 2

Santa Rosa, CA 95403

This Cost Proposal is in response to the above referenced form.

Brief description of change(s):

Number of pages attached: _____

ITEM DESCRIPTION	PRIME CONTR	SUB 1 (NAME)	SUB 2 (NAME)	SUB 3 (NAME)	SUB 4 (NAME)	TOTAL
Material						
Direct Labor Cost						
Other (Specify)- Extended Overhead						
Subtotal						
Total Cost						
Subcontractor's Overhead and Profit 15-19% max	NA					
Contractor's Overhead and Profit 15%		NA	NA	NA	NA	
Subcontractor Total	NA					NA
O/P to Contractor for Subcontractor's work at 5%		NA	NA	NA	NA	
Bond and Insurance%						
Grand Total						

Requested Change in Contract time:

By:

_____ _____

Contractor Architect

____Architect agrees with above proposal.

____Architect DOES NOT agree with above proposal. See attached.

Date _____

END OF DOCUMENT

SECTION 013150

PROJECT MEETINGS

PART 1 GENERAL

1.1 **SUMMARY**

A. Section Includes:

1. Descriptions of the required Project meetings for the Work. These meetings include:

a. PRECONSTRUCTION CONFERENCE

b. PERIODIC PROGRESS MEETINGS

c. SPECIAL MEETINGS

1.2 PRECONSTRUCTION CONFERENCE

A. County will call for and administer Preconstruction Conference at time and place to be announced (usually the week prior to start of Work at the Site).

B. Contractor, its job superintendent, all major Subcontractors, and major suppliers shall attend Preconstruction Conference.

C. Agenda may include, but not be limited to, the following items.

1. Schedules

2. Personnel and vehicle permit procedures

3. Use of premises

4. Location of Contractor's on-Site facilities

5. Security

6. Housekeeping

7. Submittal and RFI procedures

8. Inspection and testing procedures, on-Site and off-Site

9. Utility shutdown procedures

10. Control and reference point survey procedures

11. Contractor's Injury and Illness Prevention Program

12. Contractor's Initial Schedule

13. Contractor's Schedule of Values

14. Contractor's Schedule of Submittals

15. Jurisdictional agency requirements

D. County will distribute copies of meeting notes to attendees. Attendees shall have seven (7) Days to submit comments or additions to meeting notes. Meeting notes will constitute final memorialization of results of Preconstruction Conference.

1.3 PERIODIC PROGRESS MEETINGS

A. County will schedule and administer periodic progress meetings throughout duration of Work. Progress meetings will be held periodically unless otherwise directed by County.

1. Meetings shall be held at Contractor's on site field office unless otherwise directed by County.

2. A County Representative will prepare agenda.

3. County will record and distribute meeting notes to Contractor, who will distribute to those affected by decisions made at meeting. Attendees can either submit comments or additions to meeting notes prior to the next progress meeting, or may attend the next progress meeting and submit comments or additions there. Meeting notes, with any comments or additions, will constitute final memorialization of results of meeting.

B. Progress meetings shall be attended by Contractor's job superintendent, major Subcontractors and suppliers as determined by Contractor, County, and others as appropriate to agenda topics for each meeting.

C. Agenda may contain the following items, as appropriate:

1. Review, revise as necessary, and approve previous meeting notes.

2. Safety and Security: Review of Work progress since last meeting. Review of Contractor's safety program activities and results, including report on all serious injury and/or damage accidents.

3. Old Business: Discuss Open Items in previous meeting notes

4. New Business: Discuss new items

5. Review Progress Schedule/Look Ahead: Status of Construction Work Schedule, delivery schedules, adjustments. Submittal, RFI, and Change Order status.

6. Other items affecting progress of Work.

1.4 SPECIAL MEETINGS

A. County or Contractor may call special meetings by notifying all desired participants and County in advance, giving reason for meeting. Special meetings may be held without advance notice in emergency situations.

B. At any time during the progress of Work, County shall have authority to require Contractor attend meeting of any or all of the Subcontractors engaged in Work or in other work, and notice of such meeting shall be duly observed and complied with by Contractor.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 013200

CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 GENERAL

1.1 SUMMARY

A. Perform scheduling of Work under this Contract in accordance with requirements of this Section 013200.

1. Development of schedule, of the Progress Schedule, monthly payment requests, and Project status reporting requirements of the Contract Documents shall employ scheduling as required in this Section 0.

2. Submit schedules and reports as specified in 007200 (General Conditions).

B. Upon Award of Contract, immediately commence development of Initial Schedule to ensure compliance with schedule submittal requirements.

1.2 GENERAL

A. Progress Schedule shall be based on and incorporate Milestone and completion dates specified in Contract Documents.

B. Overall time of completion and time of completion for each Milestone shown on Progress Schedule shall adhere to times in Document 005213 (Agreement Form - Stipulated Sum), unless an earlier (advanced) time of completion is requested by Contractor and agreed to by County. A Change Order shall formalize any such agreement.

1. County is not required to accept an earlier (advanced) schedule, i.e., one that shows early completion date(s) for the Contract Time.

2. Contractor is not entitled to extra compensation in event agreement is reached on an earlier (advanced) schedule and Contractor completes its Work, for whatever reason, beyond completion date shown in earlier (advanced) schedule but within the Contract Time.

C. Progress Schedule shall be the basis for evaluating job progress, payment requests, and time extension requests. Responsibility for developing Contract schedule and monitoring actual progress as compared to Progress Schedule rests with Contractor.

D. Failure of Progress Schedule to include any element of the Work or any inaccuracy in Progress Schedule will not relieve Contractor from responsibility for accomplishing the Work in accordance with the Contract. County's acceptance of Schedule shall be for its use in monitoring and evaluating job progress, payment requests, and time extension requests, and shall not, in any manner, impose a duty of care upon County, or act to relieve Contractor of its responsibility for means and methods of construction.

E. Transmit each item under form approved by County or following Section 013300.

1. Identify Project with County Contract number, and name of Contractor.

2. Provide space for Contractor's approval stamp and County's review stamps.

3. Submittals received from sources other than Contractor will be returned to Contractor without County's review.

F. Include adverse weather contingency described in Document 007200 (General Conditions) and in Document 007300 (Supplementary Conditions) as the last activity in the Progress Schedule. If adverse weather Day(s) are granted by County, deduct the number of Day(s) from the weather contingency and apply those Day(s) to the date(s) the weather delay occurred.

1. Adverse weather contingency shall be work days, not calendar days.

2. Any unused adverse weather contingency days shall remain part of the total Contract Time.

3. If weather related Day(s) are granted, such as wet soil conditions caused by rainfall, the time granted will be a contract time extension, not a reduction to the adverse weather contingency.

1.3 INITIAL AND ORIGINAL PROGRESS SCHEDULE

A. Contractor shall prepare an Initial Schedule for review at the Preconstruction Conference which shall serve as Contractor's schedule for up to fifteen (15) Days after the Notice to Proceed.

B. Initial Schedule must indicate detailed plan for the Work to be completed in first sixty (60) Days of the Contract; details of planned mobilization of plant and equipment; sequence of early operations; and procurement of materials and equipment. Show Work beyond sixty (60) Days in summary form.

C. Contractor shall submit its Original Schedule for review no later than first progress payment. Original Schedule and all updates shall comply with all standards herein.

D. All Schedules shall be time-scaled.

E. County's review and comment on any Schedule shall be limited to Contract conformance (with sequencing, coordination, and Milestone requirements). Contractor shall make

corrections to Schedule necessary to comply with Contract requirements and shall adjust Schedule to incorporate any missing information requested by County. Resubmit Initial Schedule if requested by County.

1.4 SCHEDULE FORMAT AND LEVEL OF DETAIL

A. Each Schedule (Initial, Original, and updates) shall indicate all separate fabrication, procurement and field construction activities required for completion of the Work, including but not limited to the following:

1. All Contractor, Subcontractor, and assigned Contractor Work shall be shown in a logical Work sequence that demonstrates a coordinated plan of Work for all contractors. The intent is to provide a common basis of acceptance, understanding, and communication, as well as interface with other contractors.

2. Activities related to the delivery of Contractor- and County-furnished equipment to be Contractor-installed per Contract shall be shown.

3. Apply the following information to all activities:

a. All activities shall be identified through codes or other identification to indicate the building (i.e. buildings, Site Work).

b. Include Contractor/Subcontractor responsibility to which they pertain to each activity.

c. Time scaled, CPM schedule.

d. No activity on schedule shall have duration longer than fifteen (15) workdays, with exception of submittal, approval, fabrication and procurement activities, unless otherwise approved by County.

1) Activity durations shall be total number of actual workdays required to perform that activity.

e. Start and completion dates of all items of Work, their major components, and milestone completion dates, if any. Show critical path in red; show early start, late start, and total float for each activity.

f. County-furnished materials and equipment, if any, identified as separate activities.

g. All facility equipment commissioning activities.

h. Activities for maintaining Project Record Documents.

i. Dependencies (or relationships) between activities.

j. Processing/approval of submittals and shop drawings for all Contract Documents-required material and equipment. Activities that are

dependent on submittal acceptance or material delivery shall not be scheduled to start earlier than expected acceptance or delivery dates. See Section 013300 (Submittal Procedures)

1) Include time for submittals, resubmittals, and reviews by County. Coordinate with accepted schedule for submission of shop drawings, samples and other submittals.

2) Contractor shall be responsible for all impacts resulting from resubmittal of shop drawings and submittals.

k. Procurement of major equipment, through receipt and inspection at jobsite, identified as separate activity.

1) Include time for fabrication and delivery of manufactured products for Work.

2) Show dependencies between procurement and construction.

l. Activity description; what Work is to be accomplished and where.

m. Responsibility code for each activity corresponding to Contractor or Subcontractor responsible for performing Work.

n. Identify activities that constitute the controlling operations or critical path. No more than twenty-five percent (25%) of the activities shall be critical or near critical. Near critical is defined as float in the range of one (1) to ten (10) days.

o. Interface with the work of other contractors, County, and agencies such as, but not limited to, utility companies.

p. Show detailed Subcontractor Work activities.

q. Activity durations shall be in Work days.

r. Submit with the schedule a list of anticipated nonWork days, such as weekends and holidays. The Progress Schedule shall exclude in its Work day calendar all nonWork days on which Contractor anticipates critical Work will not be performed.

B. Seasonal weather conditions (which do not constitute a delay as defined herein) shall be considered in the planning and scheduling of all Work influenced by high or low ambient temperatures or presence of high moisture for the completion of the Work within the allotted Contract Time.

C. Failure by Contractor to include any element of Work required for performance of the Work on the detailed construction schedule shall not excuse Contractor from completing all Work required within the Contract Time.

D. Progress Schedule Submittals

1. Submit one (1) electronic and two (2) print copies of schedule at each of the following times:

   a. Initial Progress Schedule at the Preconstruction Conference

   b. Original Schedule within twenty (20) Days of the Notice to Proceed date

   c. Adjustments to the Schedule as required

   d. Schedule updates monthly, five (5) Days prior to monthly progress schedule and billing meeting

2. Contractor shall submit additional schedule reports as may be requested by County.

3. Electronic files shall be complete copies, including all programs and electronic coding.

1.5 MONTHLY SCHEDULE UPDATE SUBMITTALS

A. Following acceptance of Contractor's Initial Schedule, Contractor shall monitor progress of Work and adjust Schedule each month to reflect actual progress and any anticipated changes to planned activities. Schedule update submittals shall be submitted with each Contractor application for payment.

1. Each Schedule update submitted shall be complete, including all information requested for the Initial Schedule and Original Schedule submittal.

2. Each update shall continue to show all Work activities including those already completed. These completed activities shall accurately reflect "as built" information by indicating when activities were actually started and completed, and Contractor warrants the accuracy of as-built information as shown.

B. Schedule update submittals are due with each monthly progress payment application.

1.6 SCHEDULE REVISIONS

A. With each Schedule update identify clearly any revisions affecting the sequence of Work, provide a schedule diagram that compares the original sequence to the revised sequence of Work. Clearly show and discuss any changes in the critical path.

B. Schedule revisions shall not be incorporated into any schedule update until County has reviewed the revisions. County may request further information and justification for schedule revisions and, within three (3) Days, Contractor shall provide County with a complete written narrative response to County's request.

C. If County does not accept Contractor's revision, and Contractor disagrees with County's position, Contractor has seven (7) Days from receipt of County's letter rejecting the

revision, to provide a written narrative providing full justification and explanation for the revision. Contractor's failure to respond in writing within seven (7) Days of County's written rejection of a schedule revision shall be contractually interpreted as acceptance of County's position, and Contractor waives its rights to subsequently dispute or file a claim regarding County's position. If Contractor files a timely response as provided in this paragraph, and the parties are still unable to agree, Contractor's sole right shall be to file a claim as provided in Document 007200 (General Conditions), Article 12.

D. At County's discretion, Contractor can be required to provide Subcontractor certifications of performance regarding proposed schedule revisions affecting said Subcontractors.

1.7 RECOVERY SCHEDULE

A. If a Schedule update shows a Substantial Completion date beyond any Contract Substantial Completion date, or individual Milestone completion dates, County may require Contractor to submit to County within seven (7) Days proposed revisions to recover the lost time. As part of this submittal, provide a written narrative for each revision made to recapture the lost time. If the revisions include sequence changes, provide a schedule diagram comparing the original sequence to the revised sequence of Work. If County reasonably requests, show the intended critical path; secure appropriate Subcontractor and supplier consent to the recovery Schedule; submit a narrative explaining trade flow and construction flow changes, duration changes, added/deleted activities, critical path changes and identify all near critical paths and man-hour loading assumptions for major Subcontractors. Contractor agrees to take all necessary actions to recover time at no additional cost to County. These actions may include, but are not limited to:

1. Increase manpower in quantities and crafts necessary;

2. To the extent allowed by applicable legal requirements, increase the number of working hours per shift, shifts per working day, working days per week, the amount of equipment, or and combination of the foregoing.

B. The revisions shall not be incorporated into any Schedule update until County has reviewed the revisions.

C. If County does not accept Contractor's revisions, County and Contractor shall follow the procedures in Paragraphs 1.6B, 1.6C, and 1.6D of this Section 0.

D. At County's discretion, Contractor can be required to provide Subcontractor certifications for revisions affecting said Subcontractors.

1.8 TIME EXTENSIONS

A. Contractor is responsible for requesting time extensions for time impacts that, in the opinion of Contractor, impact the critical path of the current schedule update. Notice of time impacts shall be given in accordance with Document 007200 (General Conditions).

B. Failure to request time, provide TIE, or provide the required mitigation plan will result in Contractor waiving its right to a time extension and cost to mitigate the delay.

C. No time will be granted under the Contract Documents for cumulative effect of changes.

D. County will not be obligated to consider any time extension request unless requirements of Contract Documents are complied with.

F. Failure of Contractor to perform in accordance with the current schedule update shall not be excused by submittal of time extension requests.

1.9 WEEKLY SCHEDULE REPORT

A. At the Weekly Progress Meeting, described in Section 013150 (Project Meetings), Contractor shall provide and present a time scaled three week look ahead schedule that is based and correlated by activity number to the current schedule (i.e., Initial, Original CPM, or Schedule Update).

END OF SECTION

SECTION 013300

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SUMMARY

1.2 PROCEDURES

A. Submit at Contractor's expense the following items ("Submittals") required by the Contract Documents:

1. Schedule of Submittals

2. Safety Program

3. Progress Schedule

4. Product Data; Shop Drawings; Samples

5. Storm Water Pollution Prevention Plan

6. Coordination Drawings

7. Quality Assurance/Control Data

8. Machine Inventory Sheets

9. Installation, Operation, and Maintenance Manual

10. Computer Programs

11. Project Record Documents

12. Other material requested by County

B. Submit these Submittals to County, in accordance with the accepted initial and/or Progress Schedule and with such promptness as to cause no delay in Contractor's own work or that of any other County contractor.

C. Transmit each item with County provided Submittal transmittal form. Where manufacturer's standard drawings or data sheets are used, they shall be marked clearly to show those portions of the data that are applicable to this Project. Inapplicable portions shall be marked out. Organize Submittals by Specification Section. Submittals containing information about more than one Specification Section will be returned for

resubmittal. Submittals shall include all information requested by each Specification Section. Incomplete Submittals will be returned not reviewed by County.

D. Begin no fabrication or Work that requires Submittals until County's review does not require resubmittal. Do not extrapolate from Submittals covering similar Work.

E. The data shown on the Submittals shall be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show County the materials and equipment Contractor proposes to provide and to enable County to review the information for the limited purposes specified in this Section 0. Submittals shall be identified clearly as to material, supplier, pertinent data such as catalog numbers and the use for which it is intended and otherwise as County may require to enable County to review the Submittal.

F. At the time of each submission, Contractor shall give County specific written notice of all deviations, if any, that the Submittal may have from the requirements of the Contract Documents, and the reasons therefore. This written notice shall be in a written communication attached to the Submittal transmittal form. In addition, Contractor shall cause a specific notation to be made on each Submittal submitted to County for review and approval of each such variation. County reserves the right to reject any product or work provided by Contractor if Contractor fails to provide this written notice of all deviation, even if County and/or Architect approved the Submittal.

G. Submittal coordination and verification is the responsibility of Contractor; this responsibility shall not be delegated in whole or in part to Subcontractors or suppliers. Before submitting each Submittal, review and coordinate each Submittal with other Submittals and with the requirements of the Work and the Contract Documents, and determine and verify:

1. All field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

2. All materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

3. All information relative to Contractor's sole responsibility for means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto.

H. Contractor's submission to County of a Submittal shall constitute Contractor's representation that it has satisfied its obligations under the Contract Documents, and as set forth immediately above in this Paragraph 1.2 of this Section , with respect to Contractor's review and approval of that Submittal.

I. Designation of Work "by others" or the like in a Submittal shall not limit Contractor's responsibility under Contract Documents for either the Submittal or any work described therein.

J. After review by County of each Submittal, material will be returned to Contractor with actions defined as follows:

1. NO EXCEPTIONS TAKEN - Accepted subject to its compatibility with future Submittals and additional partial Submittals for portions of the Work not covered in this Submittal. Does not constitute approval or deletion of specified or required items not shown on the Submittal.

2. MAKE CORRECTIONS NOTED (NO RESUBMISSIONS REQUIRED) - Same as item 1 above, except that minor corrections as noted shall be made by Contractor.

3. REVISE AS NOTED AND RESUBMIT - Rejected because of major inconsistencies or errors that shall be resolved or corrected by Contractor prior to subsequent review by County.

4. INCOMPLETE SUBMITTAL - RESUBMIT - A portion of the submitted material does not conform to Drawings and/or Specifications (i.e. information is missing or incorrect). Contractor shall correct prior to subsequent review by County.

5. REJECTED - RESUBMIT - Submitted material does not conform to Drawings and/or Specifications in major respect, i.e.: wrong size, model, capacity, or material.

6. RETAINED FOR A/E AND COUNTY RECORD ONLY - INFORMATIONAL ONLY - No further action is required by Contractor.

K. County reserves the right to deduct monies from payments due Contractor to cover additional costs of review beyond the second submission. Illegible Submittals will be rejected and returned to Contractor for resubmission. Contractor shall be in breach of the Contract if Contractor, at least by second submission, is not complete.

1. Charge for resubmissions:

a. One re-examination of Contractor's Submittals that have been returned for correction or replacement will be included in County's budget. Any additional re-examination of Contractor's Submittals will be considered additional scope services to be paid by Contractor through County. Contractor shall pay County (or County may deduct from any progress or final payment), for County personnel time on an hourly basis at 2.5 times direct payroll expenses, and for consultant (including A/E) personnel time at 1.25 times the amount billed County.

L. Favorable review will not constitute acceptance by County of any responsibility for the accuracy, coordination, or completeness of the Submittals. Accuracy, coordination, and completeness of Submittals shall be sole responsibility of Contractor, including

responsibility to back-check comments, corrections, and modifications from County's review before fabrication. Contractor, Subcontractors, or suppliers may prepare Submittals, but Contractor shall ascertain that Submittals meet requirements of Contract Documents, while conforming to structural space and access conditions at point of installation. County's review will be only to assess if the items covered by the Submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as indicated by the Contract Documents. Favorable review of Submittal, method of Work, or information regarding materials and equipment Contractor proposes to provide shall not relieve Contractor of responsibility for errors therein and shall not be regarded as assumption of risks or liability by County, or any officer or employee thereof, and Contractor shall have no claim under Contract Documents on account of failure or partial failure or inefficiency or insufficiency of any plan or method of Work or material and equipment so accepted. Favorable review shall be considered to mean merely that County has no objection to Contractor using, upon Contractor's own full responsibility, plan or method of Work proposed, or furnishing materials and equipment proposed.

M. Unless otherwise specified, County's review will not extend to the means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

N. Submit complete initial Submittal for those items where required by individual Specification Sections. Complete Submittal shall contain sufficient data to demonstrate that items comply with Specifications, shall meet minimum requirements for submissions cited in Specification Sections, shall include motor data and seismic anchorage certifications, where required, and shall include necessary revisions required for equipment other than first named.

O. Copy, conform, and distribute reviewed Submittals in sufficient numbers for Contractor's files, Subcontractors, and vendors. Distribute copies of reviewed Submittals to concerned persons. Instruct recipients to promptly report any inability to comply with provisions

P. After County's review of Submittal, revise as noted and resubmit as required. Identify changes made since previous Submittal.

1. Normally, Submittals will be processed and returned to Contractor within ten (10) Days of receipt.

Q. All Submittals shall be number-identified by Contractor, using unique sequential numbers for each submittal.

R. Submission Requirements:

1. Deliver initial Submittals to County at least ten (10) Days before dates reviewed Submittals will be needed.

2. Unless otherwise noted, the following table lists the number of initial Submittals required from Contractor for each type of submission, to whom Contractor shall distribute the information, and County's return of reviewed submissions. If Contractor needs more copies of reviewed Submittals returned to it, then either submit additional copies or make copies from the returned Submittal. Submittals requiring resubmission will require the same quantity and distribution as an initial Submittal.

Provide two (2) additional copies of each submittal for products and/or systems included in Section 019100 (Commissioning) for review by the Commissioning Agent if Commissioning is part of the Work.

SUBMITTAL	CONTRACTOR SUBMITTAL		A/E SUBMITTAL REVIEW RETURN	
Items to Go	# of Copies/Prints/Samples*		# of Copies/Prints/Samples*	
Shop Drawings	2	4	2	1
Product Data	2	4	2	1
Samples	1	3	1	1
MSDS Sheets	1	1	0	0
Installation, Operation and Maintenance Manual	1	3	2	0
Other Documents	2	4	2	1

* If Submittal is an electronic file, only one (1) copy of the file should be submitted.

3. Accompany Submittals with Submittal transmittal form provided by County, containing:

a. Date, revision date, and Submittal identification number

b. Project name and County's Contract number

c. Contractor's name, address, and job number

d. Specification Section number clearly identified

e. The quantity of Shop Drawings, Product Data, or Samples submitted

f. Notification of deviations from Contract Documents

4. Submittal shall include:

a. Date and revision dates

b. Revisions, if any, identified

c. Project Name and Contract number

d. The names of:

1) Contractor, Subcontractor, Supplier, Manufacturer, and separate detailer, when pertinent

e. Identification of product material by location within the Project

f. Relation to adjacent structure or materials

g. Field dimensions, clearly identified as such

h. Specification Section number and applicable detail reference number and Drawing number

i. Applicable reference standards, such as ASTM, ANSI, FS, NEMA, SMACNA or ACI

j. A blank space, on each Drawing or data sheet, 5" x 4" for the A/E review stamp

k. Identification of deviations from Contract Documents

l. Contractor's stamp, initialed or signed, with language certifying the review of Submittals, verification of field measurements, construction criteria, and technical standards in compliance with Contract Documents

m. MSDS for each item complying with OSHA's Hazard Communication Standard 29 CFR 1910.1200

n. Other pertinent data

RESUBMISSION REQUIREMENTS:

5. Shop Drawings:

a. Revise initial Shop Drawings as required and resubmit as specified for initial Submittals. Resubmittals require the same amount of time to review as an initial submittal.

b. Indicate on Shop Drawings any changes that have been made other than those requested by County.

6. Product Data and Samples:

a. Submit new Product Data and Samples as required for initial Submittals.

7. Installation, Operation, and Maintenance Manual:

a. Revise initial Installation, Operation, and Maintenance Manual(s) as required and resubmit as specified for initial Submittals.

1.3 PRODUCT DATA

A. Within ten (10) Days after the Notice to Proceed Commencement Date, submit two (2) copies of complete list of major products proposed for use, with name of manufacturer, telephone number, trade name, and model number of each product. Tabulate data by Specification Section.

B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

C. Product or Catalog Data:

1. Manufacturers' standard drawings shall be modified to delete nonapplicable data or include applicable data.

2. Manufacturers' catalog sheets, brochures, diagrams, schedules, charts, illustrations, and other standard descriptive data:

a. Mark each copy to identify pertinent materials, products, or models.

b. Show dimensions and clearances required, performance characteristics and capacities, wiring diagrams and controls.

3. Material Safety Data Sheets:

a. In addition to MSDSs otherwise required by the Contract Documents, submit four (4) copy for any products containing a hazardous substance such as paints, solvents, thinners, varnish, lacquer, glues and adhesives, mastics, sealants, equipment fuel, equipment lubricant, or other materials needed for the Project as required by the individual Specification Sections or as otherwise specified in the Contract Documents.

b. MSDSs must be submitted with Product Data in order for the Submittal to be reviewed.

D. Supplemental Data:

1. Submit number of copies that Contractor requires, plus two (2) copies that will be retained by County.

2. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturer's standard data to provide information unique to Project.

E. Provide copies for Project Record Documents described in Section 017839 (Project Record Documents).

1.4 SHOP DRAWINGS

A. Minimum Sheet Size: 8½ inches by 11 inches. All others: Multiples of 8½ inches by 11 inches, 34 inches by 44 inches maximum.

B. Original sheet or reproducible transparency will be marked with County's review comments and returned to Contractor.

C. Mark each copy to identify applicable products, models, options, and other data; supplement manufacturers' standard data to provide information unique to Work.

D. Include manufacturers' installation instructions when required by Specification Section.

E. If Contractor submits Shop Drawings for items that Shop Drawings are not specified, County will not be obliged to review them.

F. Contractor is responsible for procuring copies of Shop Drawings for its own use as it may require for the progress of the Work.

G. Shop Drawings shall be drawn to scale and completely dimensioned, showing plan view together with such sectional views as are necessary to clearly show construction detail, materials, and methods.

1.5 SAMPLES

A. Submit full range of manufacturers' standard colors, textures, and patterns for County's selection.

B. Submit Samples to illustrate functional and aesthetic characteristics of product, with integral parts and attachment devices. Coordinate Submittal of different categories for interfacing Work.

C. Include identification on each Sample, giving full information.

D. Sizes: Unless otherwise specified, provide the following:

1) Paint Chips: Manufacturers' standard

2) Flat or Sheet Products: Minimum 6 inches square, maximum 12 inches square

3) Linear Products: Minimum 6 inches, maximum 12 inches long

4) Bulk Products: Minimum 1 pint, maximum 1 gallon

E. Full size Samples may be used in Work upon approval by County.

F. Field Samples and Mock-ups (if applicable):

1) Erect field Samples and mock-ups at Site in accordance with requirements of Specification Sections. If testing is conducted, record and certify results and full Contract compliance.

2) Modify or make additional field Samples and mock-ups as required to provide appearance and finishes approved by County.

3) Approved field Samples and mock-ups may be used in Work upon approval by County.

4) Construct or prepare as many additional Samples as may be required, as directed by County, until desired textures, finishes, and/or colors are obtained.

5) Accepted Samples and mock-up shall serve as the standard of quality for the various units of Work.

G. No review of a Sample shall constitute a change or modify the requirements in the Contract Documents.

H. Finishes, materials, and workmanship in the completed Work shall match accepted Samples.

1.6 INSTALLATION, OPERATION, AND MAINTENANCE MANUAL

A. Sheet Size: 8½ x 11 inch

B. Drawing Size: Reduce drawings or diagrams to an 8½ x 11 inch or 11 x 17 inch size. However, where reduction is not practical to ensure readability, fold larger drawings separately and place in vinyl envelopes bound into the binder. Identify vinyl envelopes **with drawing numbers.**

C. Binding: Bind in stiff, metal-hinged, three-ring binder(s) with standard three-hole punching.

D. Multiple Items: Multiple items may be combined into one binder; tab each section with plastic-coated dividers.

E. Page Protectors: Provide plastic sheet lifters prior to first page and following last page.

F. Binder title: Include the following title on front and spine of binder:

[Name of Project]

INSTALLATION, OPERATION, AND MAINTENANCE MANUAL, [ENTER DATE]

G. Contents:

1) Introductory Information:

a. Title page providing the same information as Paragraph 13.1F above

b. Contractor's name, address, and telephone number

c. Table of Contents

2) Contractor shall include, at a minimum, the following detailed information for each item as applicable and as required by individual Specification Sections:

a. Equipment function, normal operating characteristics, limiting operations.

b. Assembly, disassembly, installation, alignment, adjustment, and checking instructions.

c. Operating instructions for startup, routine and normal operation, regulation and control, shutdown, and emergency conditions.

d. Lubrication and maintenance instructions including specific type and amount of lubricant and recommended lubrication interval.

e. Guide to "troubleshooting."

f. Parts list and predicted life of parts subject to wear.

g. Outline, cross-section, and assembly drawings; engineering data; and electrical diagrams, including elementary diagrams, labeled wiring diagrams, connection diagrams, word description of wiring diagrams and interconnection diagrams.

h. Test data and performance curves.

i. A list of recommended spare parts with a price list and a list of spare parts provided under this Contract.

j. Copies of parts lists or other documents packed with equipment when delivered.

k. Instrumentation or tag numbers relating the equipment back to the Contract Documents.

3) Index

1.7 COMPUTER PROGRAMS

A. When any equipment requires operation by computer programs, Contractor shall submit copy of program on appropriate diskette plus all user manuals and guides for operating the programs and making changes in the programs for upgrading and expanding the databases. Program shall be Windows compatible. Contractor shall provide required licenses to County at no additional cost.

1.8 PROJECT RECORD DOCUMENTS

A. Submit Project Record Documents as required by Section 017839 (Project Record Documents)

1.9 PROJECT DELAY CAUSED BY SUBMITTAL DELAY

A. Any Project delay which is caused by Contractor delay in submitting Submittals is considered avoidable delay, and will not be a basis for extension of Contract Time Liquidated damages incurred because of late Submittals will be assessed to Contractor as otherwise provided in Contract Documents.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 014100

REGULATORY REQUIREMENTS

PART 1 GENERAL

1.1 SUMMARY

A. Section includes: regulatory requirements applicable to Contract Documents.

B. Specific reference in the Specifications to codes and regulations or requirements of regulatory agencies shall mean the latest printed edition of each adopted by the regulatory agency in effect at the time of the opening of Bids, except as may be otherwise specifically stated in the Contract Documents.

C. Should any conditions develop not covered by the Contract Documents wherein the finished Work will not comply with current codes, a Change Order detailing and specifying the required Work shall be submitted to and approved by County before proceeding with the Work.

1.2 REFERENCES TO REGULATORY REQUIREMENTS

A. Codes, laws, ordinances, rules and regulations referred to shall have full force and effect as though printed in full in these Specifications. Code, laws, ordinances, rules and regulations are not furnished to Contractor, because Contractor is assumed to be familiar with these requirements. The listing of applicable codes, laws, and regulations for hazardous waste abatement Work in the Contract Documents is supplied to Contractor as a courtesy and shall not limit Contractor's responsibility for complying with all applicable laws, regulations, or ordinances having application to the Work. Where conflict among the requirements or with these Specifications occurs, the most stringent requirements shall be used.

B. Conform to referenced codes, laws, ordinances, rules and regulations.

1.3 CODES

A. Codes that apply to Contract Documents include, but are not limited to, the following:

1. CBC (Part 2, Title 24, CCR, including, without means of limitation, Sections 16A, 102A.23, 308, 420A, 504-506, 904.2.6, 1019 and 1604)

2. CEC (Part 3, Title 24, CCR)

3. CMC (Part 4, Title 24, CCR)

4. CPC (Part 5, Title 24, CCR),

5. California Energy Code (Part 6, Title 24 CCR)

6. State Elevator Safety Regulations (Part 7, Title 24, CCR)

7. California Green Building Standards Code (CALGreen) (Part 11, Title 24, CCR)

8. UBC

9. UPC

10. UMC

11. NEC

1.4 LAWS, ORDINANCES, RULES, AND REGULATIONS

A. During prosecution of Work to be done under Contract Documents, comply with applicable laws, ordinances, rules and regulations, including, but not limited to, the following:

1. Federal:

a. Americans With Disabilities Act of 1990

b. 29 CFR, Section 1910.1001, Asbestos

c. 40 CFR, Subpart M, National Emission Standards for Asbestos

d. Executive Order 11246

e. Federal Endangered Species Act

f. Clean Water Act

2. State of California:

a. California Code of Regulations, Titles 5, 8, 19, 21, 22, 24 and 25

b. California Public Contract Code

c. California Health and Safety Code

d. California Government Code

e. California Labor Code

f. California Civil Code

g. California Code of Civil Procedure

h. CPUC General Order 95, Rules for Overhead Electric Line Construction

i. CPUC General Order 128, Rules for Construction of Underground Electric Supply and Communications Systems

j. Cal/OSHA

k. OSHA: Hazard Communications Standards

l. California Endangered Species Act

m. Water Code

n. Fish and Wildlife Code

3. State of California Agencies:

a. State and Consumer Services Agency

b. Office of Statewide Health Planning and Development

c. Department of Fish and Wildlife

d. Bay Area Air Quality Management District

e. San Francisco Bay Regional Water Quality Control Board

f. North Coast Regional Water Quality Control Board

1) Order No. 93-61

2) Order No. 81-73

3) Clean Water Act Section 401

4. County of Sonoma:

a. Ordinance 3836R

b. Building permit

c. Electrical permit

d. Grading permit

e. Encroachment permit

f. Valley Oak Protection Ordinance

g. Fuel storage tank permit

h. Fire sprinkler system permit

i. Fire alarm system permit

j. Underground fire protection water main and hydrant system permit

5. Local Agencies:

a. Applicable County Ordinances

b. Northern Sonoma County Air Pollution Control District

6. Other Requirements:

a. National Fire Protection Association (NFPA): Pamphlet 101, Life Safety.

b. References on Drawings or in Specifications to "code" or "building code" not otherwise identified shall mean the codes specified in this Section 014100, together with all additions, amendments, changes, and interpretations adopted by code authorities of the jurisdiction.

B. Have access to all of the foregoing within 24 hours.

C. Other Applicable Laws, Ordinances and Regulations:

1. Work shall be accomplished in conformance with all applicable laws, ordinances, rules and regulations of federal, state, and local governmental agencies and jurisdictions having authority over the Project.

2. Work shall be accomplished in conformance with all rules and regulations of public utilities and utility districts.

3. Where such laws, ordinances rules, and regulations require more care or greater time to accomplish Work, or require better quality, higher standards or greater size of products, Work shall be accomplished in conformance to such requirements with no change to the Contract Time and Contract Sum, except where changes in laws, ordinances, rules, and regulations occur subsequent to the time of opening of the Bids.

D. Change Orders and Claims. The California Public Contract Code (including but not limited to Section 7105(d)(2)) and the California Government Code (Section 930.2 et seq.) apply to all contract procedures for changes, time extensions, change orders (time and money), and claims. Federal law (U.S. v. Holpuch 326 U.S. 234) shall supplement but not supercede California law on these requirements. Any change, alteration, Modifications, waiver, or omission to implement these procedures, shall have no legal effect unless approved in advance in a fully executed Change Order approved by County's Board of Supervisors.

1.5 PRECEDENCE

A. Where Drawings or Specifications require or describe products or execution of better quality, higher standard or greater size than required by applicable codes, ordinances and standards, Drawings and Specifications shall take precedence so long as such increase is legal.

B. Where no requirements are identified on Drawings or in Specifications, comply with all requirements of applicable codes, ordinances and standards of governing authorities having jurisdiction.

C. Conflicts between referenced regulatory requirements: Comply with the one establishing the more stringent requirement.

D. Conflicts between referenced regulatory requirements and Contract Documents: Comply with the one establishing the more stringent requirement.

1.6 REQUIRED PROVISIONS ON CONTRACT CLAIM RESOLUTION

A. The California Public Contract Code specifies required provisions on resolving contract claims less than $375,000, which are set forth below, and constitute a part of this Contract.

1. For the purposes of this section, "Claim" means a separate demand by Contractor of $375,000 or less for (1) a time extension, (2) payment or money or damages arising from Work done by or on behalf of Contractor arising under the Contract Documents and payment of which is not otherwise expressly provided for or the Claimant is not otherwise entitled to, or (3) an amount the payment of which is disputed by County. In order to qualify as a Claim, the written demand must state that it is a Claim submitted under Paragraph 12 of Document 007200 (General Conditions) and be submitted in compliance with all requirements of Document 007200 (General Conditions), Paragraph 12. Separate Claims which total more than $375,000 do not qualify as a "separate demand of $375,000 or less," as referenced above, and are not subject to this section.

2. A voucher, invoice, payment application, or other routine or authorized form of request for payment is not a Claim for purposes of this section. If such request is disputed as to liability or amount, then the disputed portion of the submission may be converted to a Claim under this section by submitting a separate claim in compliance with Contract Documents claim submission requirements.

3. Caution: This section does not apply to tort claims and nothing in this section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 and Chapter 2 of Part 3 of Division 3.6 of Title 1 of the California Government Code.

B. Procedure:

1. The Claim must be in writing, submitted in compliance with all requirements of Document 007200 (General Conditions), Article 12, including, but not limited to, the time prescribed by and including the documents necessary to substantiate the Claim, pursuant to Document 007200 (General Conditions), Paragraph 12.3. Claims must be filed on or before the day of final payment. Nothing in this

section is intended to extend the time limit or supersede notice requirements for the filing of claims as set forth in Document 007200 (General Conditions), Article 12 or elsewhere in the Contract Documents.

2. For Claims of Fifty Thousand Dollars ($50,000) or less

a. County shall respond in writing within forty-five (45) days of receipt of the Claim, or

b. County may request in writing within thirty (30) days of receipt of the Claim, any additional documentation supporting the Claim or relating to any defenses or claims County may have against Claimant.

1) If additional information is thereafter required, it shall be requested and provided in accordance with this section, upon mutual agreement of County and Claimant.

2) County's written response to the Claim, as further documented, shall be submitted to Claimant within fifteen (15) days after receipt of further documentation or within a period of time no greater than taken by Claimant in producing the additional information, whichever is greater.

3. For Claims over Fifty Thousand Dollars ($50,000) and less than or equal to Three Hundred Seventy-Five Dollars ($375,000):

a. County shall respond in writing within sixty (60) days of receipt of the Claim, or

b. County may request in writing within thirty (30) days of receipt of the Claim, any additional documentation supporting the Claim or relating to any defenses or claims County may have against Claimant.

1) If additional information is thereafter required, it shall be requested and provided in accordance with this section, upon mutual agreement of County and Claimant;

2) County's written response to the Claim, as further documented, shall be submitted to Claimant within thirty (30) days after receipt of further documentation or within a period of time no greater than taken by Claimant in producing the additional information, whichever is greater.

4. Meet and Confer:

a. If Claimant disputes County's written response, or County fails to respond within the time prescribed above, Claimant shall notify County, in writing, either within fifteen (15) days of receipt of County's response or within fifteen (15) days of County's failure to timely respond, and

demand an informal conference to meet and confer for settlement of the issues in dispute. Upon demand County will schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

b. Following the meet and confer conference, if the Claim or any portion remains in dispute, Claimant may file a claim as provided in 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 California 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 Claimant submits its written Claim as set forth in Paragraph 1.6.B above, until the time that Claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

1.7 COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

A. Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services, and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in the Contract Documents in a manner that complies with the ADA and any and all other applicable federal, state, and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits, or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents, or assigns shall constitute a material breach of the Contract Documents.

1.8 CAL/OSHA PERMIT. OBTAIN, AS APPLICABLE, PERMIT(S) AS REQUIRED BY CAL/OSHA FOR THE FOLLOWING:

A. Construction of trenches or excavations that are five feet or more in depth and into which a person is required to descend.

B. Construction or demolition of any building, structure, or scaffolding for falsework more than three stories high, or the equivalent height (36 feet).

C. Erection or dismantling of vertical shoring systems more than three stories high, or the equivalent height (36 feet).

1.9 COUNTY OF SONOMA BUILDING PERMIT(S)

A. County of Sonoma Building Permit. County will obtain the necessary permit from PRMD for the Work under this Contract requiring a permit. A copy of the permit and a copy of

the required Inspection Record Card will be furnished to Contractor for posting at the Site.

B. All other permits that may be required, such as deferred submittals (underground fire protection water supply system, fire sprinkler system, fire alarm system, fuel storage and tank, and kitchen exhaust hood systems), electrical, mechanical, fire prevention, irrigation, grading, slope protection, tree cutting, etc., have not been applied for and shall be obtained by Contractor. Applicable permit fees will be reimbursed by County to the extent specified in Document 007200 (General Conditions).

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 0014200

REFERENCES

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes: Reference standards, abbreviations, symbols, definitions, and terminology used in Contract Documents.

B. Full titles are given in this Section for standards cited in other Sections of Specifications.

C. Material and workmanship specified by reference to number, symbol, or title of specific standard such as state standard, commercial standard, federal specifications, technical society, or trade association standard, or other similar standard, shall comply with requirements of standards except when more rigid requirements are specified or required by applicable codes.

D. Standards referred to, except as modified herein, shall have full force and effect as though printed in the Contract Documents. Standards are not furnished to Contractor because manufacturers and trades involved are assumed to be familiar with their requirements.

1.2 REFERENCE TO STANDARDS AND SPECIFICATIONS OF TECHNICAL SOCIETIES; REPORTING AND RESOLVING DISCREPANCIES

A. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual, code, or laws or regulations (including all amendments, changes, errata, addenda, and supplements) in effect at the time of opening of Bids, except as may be otherwise specifically stated in the Contract Documents.

1. When an edition or effective date of a reference is not given, it shall be understood to be the current edition or latest revision published as of the date of opening Bids.

a. Exception: Comply with issues in effect as listed in governing legal requirements.

B. If during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any such law or regulation applicable to the performance of the Work or of any such standard, specification, manual, or code, or of any instruction of any supplier, report it in writing at once by submitting a RFI to County,

and do not proceed with the Work affected thereby until consent to do so is given by County.

C. Except as otherwise specifically stated in the Contract Documents or as may be provided by Change Order, CCD, or Supplemental Instruction, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

1. The provisions of any such standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents).

2. The provisions of any such laws or regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such law or regulation).

D. No provision of any such standard, specification, manual, code, or instruction shall be effective to change the duties and responsibilities of County, Contractor, or Architect, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents, nor shall it be effective to assign to County, Architect, or any of their consultants, agents, representatives or employees any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

E. Comply with the applicable portions of standards and specifications published by the technical societies, institutions, associations, and governmental agencies referred to in Specifications.

F. Referenced Grades, Classes, and Types: Where an alternative or optional grade, class, or type of product or execution is included in a reference but is not identified in Drawings or in Specifications, provide the highest, best, and greatest of the alternatives or options for the intended use and prevailing conditions.

G. Jobsite Copies:

1. Obtain and maintain at the Site copies of reference standards identified on Drawings and in Specifications in order to properly execute the Work.

2. At a minimum, the following shall be readily available at the Site:

a. Safety Codes: State of California, Division of Industrial Safety regulations.

H. ASTM and ANSI References: Specifications and Standards of the American Society for Testing and Materials (ASTM) and the American National Standards Institute (ANSI) are identified in the Drawings and Specifications by abbreviation and number only and may not be further identified by title, date, revision, or amendment. It is presumed that Contractor is familiar with and has access to these nationally- and industry-recognized specifications and standards.

1.3 ABBREVIATIONS

A. Listed hereinafter are the various organizations or references which may appear in the Contract Documents, along with their respective acronyms and/or abbreviations:

AA	Aluminum Association
AABC	Associated Air Balance Council
AAMA	Architectural Aluminum Manufacturers Council
AAP	Affirmative Action Program
AASHTO	American Association of State Highway and Transportation Officials
ABMA	American Bearing And Manufacturers Association
ABPA	American Board Products Association
ACI	American Concrete Institute
ADA	Americans with Disabilities Act
AED	Association of Equipment Distributors
AFBMA	Anti-Friction Bearing Manufacturers Association
AGA	American Gas Association
AGMA	American Gear Manufacturers Association
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMCA	Air Moving and Conditioning Association, Inc.
ANSI	American National Standards Institute
APA	American Plywood Association
ARI	Air-Conditioning and Refrigeration Institute
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigeration and Air-Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials

AWCI	Association of the Wall and Ceiling Industries
AWPA	American Wood Preservers' Association
AWPB	American Wood Preservers' Bureau
AWS	American Welding Society
AWWA	American Water Works Association
BHMA	Builders Hardware Manufacturers Association
BIL	Basic Insulation Level
CALGreen	California Green Building Standards Code, T-24 Part 11
Cal/OSHA	California Occupational Safety and Health Administration
Caltrans	State of California, Department of Transportation
CBC	California Building Code
CCD	Construction Change Directive
CCR	California Code of Regulations
CEC	California Electric Code
CFR	Code of Federal Regulations
CI	Chlorine Institute, Inc.
CISPI	Cast Iron Soil Pipe Institute
CLMFI	Chain Link Fence Manufacturers Institute
CMAA	Crane Manufacturers Association of America, Inc.
CMC	California Mechanical Code
CO	Change Order
COE	United States Army Corps of Engineers
CPC	California Plumbing Code
CPM	Critical Path Method
CPUC	California Public Utilities Commission
CRA	California Redwood Association
CRSI	Concrete Reinforcing Steel Institute
CS	Commercial Standards, U.S. Department of Commerce
CSA	Canadian Standards Association

CTI	Ceramic Tile Institute
DHI	Door and Hardware Institute
DSA	Division of State Architect
EIA	Electronic Industries Association
EPA	Environmental Protection Agency
ETL	Electrical Testing Laboratories
FGMA	Flat Glass Marketing Association
FM	Factory Mutual
FMRC	Factory Mutual Research Corporation
FS	Federal Specifications
GA	Gypsum Association
HI	Hydraulic Institute
HMMA	Hollow Metal Manufacturer's Association
HPMA	Hardwood Plywood Manufacturers Association
HVAC	Heating, Ventilating and Air Conditioning
I.D.	Identification
IACS	International Annealed Copper Standards
IAPMO	International Association of Plumbing and Mechanical Officials
ICBO	Internation Conference of Building Officials
ICEA	Insulated Cable Engineers Association
IEEE	Institute of Electrical and Electronic Engineers, Inc.
IES	Illuminating Engineering Society
ISA	The Instrumentation, Systems and Automation Society
ISO	International Organization for Standardization
JATC	joint Apprenticeship Training Committee
JV	Joint Venture
LBE	Local Business Enterprise
M.I.	Middle Initial
M/WBE	Minority and/or Woman-Owned Business

MBE	Minority Business Enterprise
MIA	Masonry Institute of America
MIA	Marble Institute of America
MLSFA	Metal Lath/Steel Framing Association
MS	Military Specifications
MSDS	Material Safety Data Sheet
MSS	Manufacturers Standardization Society of the Valve and Fitting Industry
NAAMM	National Association of Architectural Metal Manufacturers
MACE	National Association of Corrosion Engineers
NBS	National Bureau of Standards
NEC	National Electrical Code
NEMA	National Electric Manufacturers Association
NESC	National Electrical Safety Code
NFoPA	National Forest Products Association
NFPA	National Fire Protection Agency
NIOSH	National Institute for Occupational Safety and Health
NIST	National Institute for Standards and Technology
NOFMA	National Oak Flooring Manufacturers Association
NRMCA	National Ready Mixed Concrete Association
NSF	National Sanitation Foundation
NTMA	National Terrazzo and Mosaic Association
NWWDA	National Wood Windows and Doors Association
OSHA	Occupational Safety and Health Administration
OSHPD	Office of Statewide Health Planning Department
PCA	Portland Cement Association
PCI	Prestressed Concrete Institute
PDI	Plumbing and Drainage Institute
PG&E	Pacific Gas and Electric
PM	Preventative Maintenance

PR	Proposal Request
PRMD	Permits and Resource Management Department, County of Sonoma
PS	Product Standard, U.S. Department of Commerce
RFI	Request for Information
RFP	Request for Proposals
RFS	Request for Substitutions
RIS	Redwood Inspection Service
SAE	Society of Automotive Engineers
SDoI	Steel Door Institute
SDeI	Steel Deck Institute
SFM	State of California, Office of State Fire Marshal
SIGMA	Sealed Insulating Glass Manufacturers Association
SJI	Steel Joint Institute
SMACNA	Steel Metal and Air Conditioning Contractors National Association
SPIB	Southern Pine Inspection Bureau
SSPC	Steel Structure Painting Council
SWI	Steel Window Institute
TCA	Tile Council of America
TIE	Time Impact Evaluation
TMS	The Masonry Society
TPI	Truss Plate Institute, Inc.
UBC	Uniform Building Code
UFC	Uniform Fire Code
UL	Underwriters Laboratories, Inc.
UMC	Uniform Mechanical Code
UPC	Uniform Plumbing Code
USA	Underground Service Alert
USC	United States Code
WCLIB	West Coast Lumber Inspection Bureau

WHI	Warnock Hershey International
WIC	Woodwork Institute of California
WWPA	Western Wood Products Association
WWPI	Western Wood Preservers Institute

B. Abbreviations in Specifications:

AWG	American Wire Gauge
accord	Accordance
Co.	Company
Corp.	Corporation
cm.	centimeter (centimeters)
cu.	cubic
Div.	Division
dia.	diameter
ft.	foot (feet)
g./gr.	gram (grams)
gal.	gallon (gallons)
gpd	gallons per day
gpm	gallons per minute
hr.	hour
kg.	kilogram (kilograms)
in.	inch (inches)
Inc.	Incorporated
km.	kilometer (kilometers)
kVAR	Kilovolts amprees reactive
kW	Kilowatt
l.	liter (liters)
lbs.	pound (pounds)
m	meter (meters)
Mfg.	manufacturing

mg.	milligram (milligrams)
ml./mls.	milliliter (milliliters)
mm.	millimeter (milliliters)
No.	Number
o.c.	on centers
O.D.	outside diameter
psi	pounds per square inch
psf	pounds per square foot
sq.	square
T&G	tongue and groove
U.S.	United States
yd.	yard (yards)

C. Abbreviations on Drawings:

1. Additional abbreviations , used only on Drawings, are indicated thereon.

1.4 SYMBOLS

A. Symbols on Specifications:

:	“Shall be” or “Shall” – where used within sentences or paragraphs
#1	Number
1#	Pound
&	And
%	Percent
C	Centigrade
F	Fahrenheit
°	Degree
/	Per, except where use to combine words; example: power/fuel
“	means inch (inches)
‘	means foot (feet)
@	at

B. Symbols on Drawings

1. Symbols, used only Drawings, are indicated thereon

1.5 DEFINITIONS

A. Wherever any of the words or phrases defined below, or a pronoun used in place thereof, is used in any part of the Contract Documents, it shall have the meaning here set forth. In the Contract Documents, the neuter gender includes the feminine and masculine, and the singular number includes the plural.

B. While County has made an effort to identify all defined terms with initial caps, the following definitions shall apply regardless of case unless the context otherwise requires:

1. Addenda: Written or graphic instruments issued prior to the opening of Bids, which clarify, correct, or change the bidding requirements or the Contract Documents. Addenda shall not include the minutes of the Pre-Bid Conference and/or Site Visit.

2. Agreement Form (Document 005213): This Agreement is the basic Contract Document that binds the parties to construction Work. Agreement defines relationships and obligations between County and Contractor and by reference incorporates Conditions of Contract, Drawings, and Specifications and contains Addenda and all Modifications subsequent to execution of Contract Documents.

3. Alternate: Work added to or deducted from the Base Bid, if accepted by County.

4. Application for Payment: Written application for monthly or periodic progress or final payment made by Contractor complying with the Contract Documents.

5. Approved Equal: Approved in writing by County as being of equivalent quality, utility and appearance.

6. Architect: The individual (or firm including the individual) holding a valid California State Architect's license designated within the Contract Documents as Architect to provide architectural and/or engineering services on the Project. When Architect is referred to within the Contract Documents and no Architect has in fact been designated, then the matter shall be referred to County. The term Architect shall be construed to include all of Architect's consultants retained for the Project, as well as employees of Architect. When the designated Architect is an employee of County, his or her authorized representatives on the Project will be included under the term Architect, and Architect is the beneficiary of all Contractor obligations to County, including without limitation, all releases and indemnities.

7. Architect's Supplemental Instruction ("ASI"): A written clarification of Contract Documents issued by Architect that does not result in change in Contract Sum or Contract Time, nor substantially changes Drawings or Specifications. See Section 01250 (Clarification and Modification Procedures).

8. Asbestos: Any material that contains more than one (1) percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by OSHA or Cal/OSHA.

9. Bid: The offer or proposal of the Bidder submitted on the prescribed form(s) setting forth the prices for the Work to be performed.

10. Bidder: One who submits a Bid to the County.

11. Bidding Documents: All documents comprising the Project Manual (including all documents and Specification Sections listed in Document 00010 [Table of Contents]), including documents supplied for bidding purposes only and Contract Documents.

12. Board: The Board of Supervisors of the County.

13. Business Day: Any Day other than Saturday, Sunday, and the following days that have been designated as holidays by County. If a holiday falls on a Saturday, the preceding Friday will be the holiday. If a holiday falls on a Sunday, the following Monday will be the holiday.

a. New Year's Day, January 1;

b. Martin Luther King Jr.'s Birthday, third Monday in January;

c. Lincoln's Birthday, February 12;

d. Presidents' Day, third Monday in February;

e César Chávez Day, March 31

f. Memorial Day, last Monday in May;

g. Independence Day, July 4;

h. Labor Day, first Monday in September;

i. Veterans' Day, November 11;

j. Thanksgiving Day, as designated by the President;

k. The Day following Thanksgiving Day;

l. Christmas Day, December 25; and

m. Each day appointed by the Governor of California and formally recognized by the Sonoma County Board of Supervisors as a day of mourning, thanksgiving, or special observance.

14. Change Order: A written instrument prepared by County and signed by County and Contractor, stating their agreement upon all of the following:

a. a change in the Work;

b. the amount of the adjustment in the Contract Sum, if any; and

c. the amount of the adjustment in the Contract Time, if any.

15. Claim: Is defined in Document 007200 (General Conditions).

16. Code Inspector: A local or state agency responsible for the enforcement of applicable codes and regulations.

17. Commencement Date: The date on which Contract Time commences to run as provided in the Contract Documents.

18. Construction Change Directive ("CCD"): A written order prepared and signed by County, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both.

19. Consultant: A consultant is an expert or a professional in a specific field and has a wide knowledge of the subject matter.

20. Contract Conditions or Conditions of the Contract: Consists of two parts: General Conditions and Supplementary Conditions.

a. General Conditions are general clauses that are common to County Contracts, including Document 007200 (General Conditions).

b. Supplementary Conditions modify or supplement General Conditions to meet specific requirements for these Contract Documents, including Document 007300 (Supplementary Conditions) and Document 007316 (–Insurance Requirements) and Document 007373 (Statutory Requirements – Apprenticeship Program) (if used).

21. Contract Documents and Contract: Contract Documents and Contract shall consist of the documents identified as the Contract Documents in Document 005213 (Agreement Form – Stipulated Sum), plus all changes, Addenda, and Modifications thereto.

22. Contract Modification: Either:

a. a written amendment to Contract signed by Contractor and County; or

b. a Change Order; or

c. a Construction Change Directive; or

d. a written directive for a minor change in the Work issued by County.

23. Contract Sum: The sum stated in the Agreement and, including authorized adjustments, the total amount payable by County to Contractor for performance of the Work and the Contract Documents. The Contract Sum is also sometimes referred to as the Contract Price or the Contract Amount.

24. Contract Time: The number or numbers of Days or the dates stated in the Agreement:

a. to achieve Substantial Completion of the Work or designated Milestones; and/or

b. to complete the Work so that it is ready for final payment and is accepted.

25. Contractor: The person or entity identified as such in the Agreement and referred to throughout the Contract Documents as if singular in number and neutral in gender. The term "Contractor" includes Contractor or its authorized representative.

26. Contractor's Employees: Persons engaged in execution of Work under Contract as direct employees of Contractor, as Subcontractors, or as employees of Subcontractors.

27. County: County of Sonoma

28. County Furnished, Contractor installed: Items furnished by County at its cost for installation by Contractor at its cost under Contract Documents.

29. County's Representative(s): See Document 005213 (Agreement Form – Stipulated Sum).

30. Day: One calendar day of twenty-four (24) hours measured from midnight to the next midnight, unless the word "day" is specifically modified to the contrary.

31. Defective: An adjective which, when modifying the word "Work," refers to Work that is unsatisfactory or unsuited for the use intended, faulty or deficient, that does not conform to the Contract Documents, or breaches any express or implied warranty or guaranty, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents (including but not limited to approval of Samples and "or equal" items), or has been damaged prior to final payment (unless responsibility for the protection thereof has been assumed by County). County is the judge of whether Work is Defective.

32. Disputed Work: As defined in Document 007200 (General Conditions), Article 12.

33. Drawings: The graphic and pictorial portions of Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

34. Engineer: If used elsewhere in the Contract Documents, "Engineer" shall mean an individual (or firm including the individual) holding a valid California State

Architect's or Engineer's license designated within the Contract Documents as Engineer to provide engineering and/or architectural services on the Project. Engineer may be an employee of or an independent consultant to County. When Engineer is referred to within the Contract Documents and no Engineer has in fact been designated, then the matter shall be referred to County. The term Engineer shall be construed to include employees of Engineer and/or employees that Engineer supervises. When Engineer is an employee of County, his or her authorized representatives on the Project will be included under the term Engineer. If Architect is an employee of County, Engineer is the beneficiary of all Contractor obligations to County, including without limitation, all releases and indemnities.

35. Equal: Equal in opinion of County. Burden of proof of equality is responsibility of Contractor.

36. Final Acceptance or Final Completion: County's acceptance of the Work as satisfactorily completed in accordance with Contract Documents, as evidence by County's issuance of Final Inspection Report. Requirements for Final Acceptance/Final Completion include, but are not limited to:

a. All systems having been tested and accepted as having met requirements of Contract Documents.

b. All required instructions and training sessions having been given by Contractor.

c. All Project Record Documents having been submitted by Contractor, reviewed by County, and accepted by County.

d. All punch list Work, as directed by County, having been completed by Contractor.

e. Generally all Work, except Contractor maintenance after Final Acceptance/Final Completion, having been completed to satisfaction of County.

37. Final Inspection Report: Document issued by County to indicate Final Completion has occurred.

38. Force Account: Work directed to be performed without prior agreement as to lump sum or unit price cost thereof, and which is to be billed at cost for labor, materials, equipment, taxes, and other costs, plus a specified percentage for overhead and profit.

39. Guaranty Period: Is defined in Document 006536 (Warranty Form).

40. Initial Schedule: See Section 013200 (Construction Progress Documentation).

41. Milestone: A principal event specified in Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all Work.

42. Modification: Same as Contract Modification.

43. Not in Contract: Work that is outside the scope of Work to be performed by Contractor under Contract Documents.

44. Notice of Completion: Shall have the meaning provided in California Civil Code Section 9204, and any successor statute.

45. Notice of Potential Claim: As described in Document 007200 (General Conditions), Article 12.

46. Off Site: Outside geographical location of the Project.

47. Original Schedule: See Section 013200 (Construction Progress Documentation).

48. Partial Utilization: Use by County of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all of the Work.

49. PCBs: Polyclorinated byphenyls.

50. Phase: A specified portion of the Work (if any) specifically identified as a Phase in Document 005213 (Agreement Form) or Document 011000 (Summary).

51. Product Data: That information (brochures, catalog sheets, manufacturer's data sheets, etc.) supplied by vendors having technical and commercial characteristics of the supplied equipment or materials and accompanying commercial terms such as warranties, instructions, and manuals.

52. Progress Report: A periodic report submitted by Contractor to County with progress payment invoices accompanying progress schedule. See Section 013200 (Construction Progress Documentation) and Document 007200 (General Conditions).

53. Project: Total construction of which Work performed under Contract Documents may be whole or part.

54. Project Inspector: A person(s) subcontracted to testing and special inspection agency or engaged directly by County to provide general observation of the Work, scheduling requested inspections by Contractor and reporting to County.

55. Project Manager: See County Representative.

56. Project Manual: Project Manual consists of Bidding Requirements, Agreement, Bonds, Certificates, Contract Conditions, Drawings, and Specifications.

57. Project Record Documents: All Project deliverables required under Sections 01700 et seq., including without limitation, asbuilt drawings; Installation, **Operation, and Maintenance Manuals; and Machine Inventory Sheets.**

58. Request for Information ("RFI"): A document prepared by Contractor or County requesting information regarding the Project or Contract Documents as provided in Section 012600 (Contract Modification Procedures). The RFI system is also a means for County to submit Contract Document clarifications or supplements to Contractor.

59. Request for Proposals ("RFP"): A document issued by County to Contractor whereby County may initiate changes in the Work or Contract Time as provided in Contract Documents. See Section 012600 (Contract Modification Procedures).

60. Request for Substitution ("RFS"): A document prepared by Contractor requesting substitution of materials as permitted and to the extent permitted in Contract Documents. See Section 016000 (Product Requirements).

61. RFI-Reply: A document consisting of supplementary details, instructions, or information issued by County that clarifies or supplements Contract Documents, and with which Contractor shall comply. RFI-Replies do not constitute changes in Contract Sum or Contract Time except as otherwise agreed in writing by County. RFI-Replies will be issued through the RFI administrative system.

62. Samples: Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

63. Schedule of Values ("SOV"): The detailed breakdown of Contractor's Bid by scheduled Work items and/or activities, to be used as a basis for Applications of Payment and as described in Section 012000 (Price and Payment Procedures).

64. Serving Utilities: Is a source or entity that provides utility services; electricity, gas, water, or sewer.

65. Shop Drawings: All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

66. Site: The particular geographical location of Work performed pursuant to Contract Documents.

67. Specifications: The written portion of the Contract Documents consisting of requirements for materials, equipment, construction systems, standards, and workmanship for the Work; performance of related services; and are contained in Divisions 1 through 49.

68. Subcontractor: A person or entity that has a direct contract with Contractor to perform a portion of the Work at the Site. The term "Subcontractor" is referred

to throughout the Contract Documents as if singular in number and neutral in gender and includes Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

69. Submittal: Includes shop drawings, material data, samples produced by Contractor, and other items referenced or described in Section 013300 (Submittal Procedures).

70. Substantial Completion: The Work (or a specified part thereof) has progressed to the point where, in the opinion of County as evidenced by a Certificate of Substantial Completion, the Work is sufficiently complete, in accordance with Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; or if no such certificate is issued, when the Work (or specified part) is complete and ready for final payment as evidenced by written recommendation of County for final payment. The terms "Substantially Complete" and "Substantially Completed" as applied to all or part of the Work refer to Substantial Completion thereof.

71. Superintendent: A construction superintendent is Contractor's representative who is responsible for continuous field supervision, coordination, and completion of the work.

72. Supplemental Instruction ("SI"): See Architect's Supplemental Instruction above.

73. Underground Facilities: All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities that have been installed underground to furnish any of the following services or materials: Electricity, gases, chemicals, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems, or water.

74. Unit Price Work: Shall be the portions of the Work for which a unit price is provided in Document 005213 (Agreement Form – Stipulated Sum) or Section 011000 (Summary).

75. Work: The entire completed construction, or the various separately identifiable parts thereof, required to be furnished under the Contract Documents within the Contract Time. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents including everything shown in the Drawings and set forth in the Specifications. Wherever the word "work" is used, rather than the word "Work," it shall be understood to have its ordinary and customary meaning.

C. The following terms are not necessarily identified with initial caps; however they shall have the meaning set forth below:

1. Wherever words “as directed,” “as required,” “as permitted,” or words of like effect are used, it shall be understood that direction, requirements, or permission of County is intended. Words “sufficient,” “necessary,” “proper,” and the like shall mean sufficient, necessary, or proper in judgment of County. Words “approved,” “acceptable,” “satisfactory,” “favorably reviewed,” or words of like import, shall mean approved by, or acceptable to, or satisfactory to, or favorably reviewed by County.

2. Wherever the word “may” or “ought” is used, the action to which it refers is discretionary. Wherever the word “shall” or “will” is used, the action to which it refers is mandatory.

3. By County: Work that will be performed by County or its agents at County’s expense.

4. By Others: Work that is outside scope of Work to be performed by Contractor under this Contract, which will be performed by County, other contractors, or other means.

5. Concealed: Work not exposed to view in the finished Work, including within or behind various construction elements.

6. Exposed: Work exposed to view in the finished Work, including behind louvers, grilles, registers and various other construction elements.

7. Furnish: Supply only, do not install.

8. Indicated: Shown or noted on the Drawings.

9. Install: Install or apply only, do not furnish.

10. Latent: Not apparent by reasonable inspection, including but not limited to, the inspections and research required as a condition to bidding under Document 007200 (General Conditions).

11. Law: Unless otherwise limited, all applicable laws including without limitation all federal, state, and local laws, statutes, standards, rules, regulations, ordinances, and judicial and administrative decisions.

12. Material: This word shall be construed to embrace machinery, manufactured articles, materials of construction (fabricated or otherwise), and any other classes of material to be furnished in connection with Contract, except where a more limited meaning is indicated by context.

13. Provide: Furnish and install.

14. Shown: As indicated on Drawings.

15. Specified: As written in Specifications.

16. Testing and special inspection agency: An independent entity engaged by County to inspect and/or test the workmanship, materials, or manner of construction of buildings or portions of buildings, to determine if such construction complies with the Contract Documents and applicable codes.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 014500

QUALITY CONTROL

PART 1 GENERAL

1.1 SECTION INCLUDES

A. CONTRACTOR'S QUALITY CONTROL

B. QUALITY OF THE WORK

C. INSPECTIONS AND TESTS BY GOVERNING AUTHORITIES

D. INSPECTIONS AND TESTS BY SERVING UTILITIES

E. INSPECTIONS AND TESTS BY MANUFACTURER'S REPRESENTATIVES

F. TESTS AND INSPECTIONS BY COUNTY OR INDEPENDENT TESTING AND INSPECTION AGENCY

G. ADDITIONAL TESTING AND INSPECTION

1.2 CONTRACTOR'S QUALITY CONTROL

A. Contractor's Quality Control: Ensure that products, services, workmanship, and Site conditions comply with requirements of Drawings and Specifications by coordinating, supervising, testing, and inspecting the Work and by utilizing only suitably qualified and appropriately audited, licensed, or trained personnel.

B. Quality Requirements: Work shall be accomplished in accordance with quality requirements of Drawings and Specifications, including, by reference, all codes, laws, rules, regulations, and standards. When no quality basis is prescribed, the quality and testing procedures shall be in accordance with the best-accepted practices of the construction industry for the locale of the Project, for projects of this type, or standards set by engineering or technical societies (e.g., ASTM or ASHRAE), whichever is more stringent.

C. Quality Control Personnel: Employ and assign knowledgeable and skilled personnel as necessary to perform quality control functions to ensure that the Work is provided as required.

1.3 QUALITY OF THE WORK

A. Quality of Products: Unless otherwise indicated or specified, all products shall be new, free of defects, and fit for the intended use.

B. Quality of Installation: All Work shall be produced plumb, level, square and true, or true to indicated angle, and with proper alignment and relationship between the various elements, as shown on or required by Contract Documents.

C. Protection of Completed Work: Take all measures necessary to preserve completed Work free from damage, deterioration, soiling, and staining, until acceptance by County.

D. Standards and Code Compliance and Manufacturer's Instructions and Recommendations: Unless more stringent requirements are indicated or specified, comply with manufacturer's instructions and recommendations, reference standards and building code research report requirements in preparing, fabricating, erecting, installing, applying, connecting, and finishing Work.

E. Deviations from Standards and Code Compliance and Manufacturer's Instructions and Recommendations: Secure County's advanced written consent. Document and explain all deviations from reference standards and building code research report requirements and manufacturer's product installation instructions and recommendations, including acknowledgement by the manufacturer that such deviations are acceptable and appropriate for the Project.

F. Verification of Quality: Work shall be subject to verification of quality by County in accordance with provisions of the Contract Documents.

1. Cooperate by making Work available for inspection.

2. Such verification may include mill, plant, shop, or field inspection as required.

3. Provide access to all parts of the Work, including plants where materials or equipment are manufactured or fabricated.

4. Provide all information and assistance as required, including that by and from subcontractors, fabricators, materials suppliers and manufacturers, for verification of quality by County.

5. Applicable provisions of the Contract Documents shall govern Contract Modifications, if any, resulting from such verification activities.

G. Observations by County's Consultants: Periodic and occasional observations of Work in progress will be made by County and County's consultants as deemed necessary to review progress of Work and general conformance with design intent.

H. Limitations on Inspection, Test, and Observation: Neither employment of independent testing and inspection agency nor observations or tests by County and County's consultants shall in any manner relieve Contractor of obligation to perform Work in full conformance to all requirements of Contract Documents.

I. County's Acceptance and Rejection of Work: County reserves the right to reject all Work not in conformance to the requirements of the Drawings and Specifications, or otherwise Defective.

J. Correction of Defective Work: Defective Work shall be modified, replaced, repaired or redone by Contractor at no change in Contract Sum or Contract Time.

K. Acceptance of Defective Work: Acceptance of Defective Work, without specific written acknowledgement and approval of County, shall not relieve Contractor of the obligation to correct such Work.

L. Contract Adjustment for Defective Work: Should County determine that it is not feasible or in County's interest to require Defective Work to be repaired or replaced, an equitable reduction in Contract Sum shall be made by agreement between County and Contractor. If equitable amount cannot be agreed upon, a Construction Change Directive will be issued and the amount in dispute resolved in accordance with applicable provisions of Document 007200 (General Conditions).

M. Non-Responsibility for Defective Work: County and County's consultants disclaim any and all responsibility for Work produced not in conformance with the Drawings and Specifications.

N. Responsibility for Defective Work: Contractor shall have full responsibility for all consequences resulting from Defective Work, including without limitation all delays, disruptions, extra inspection and correction costs by Contractor and County and re-Work, and extra time and costs of all types. Contractor waives excuses for defective work relating to County's prior review of Submittals and/or prior failure to notice Defective Work in place on inspection.

1.4 INSPECTIONS AND TESTS BY GOVERNING AUTHORITIES

A. Regulatory Requirements for Testing and Inspection: Comply with UBC requirements, including specific requirements of the building permit, if any, and all other requirements of governing authorities having jurisdiction.

B. Inspections and Tests by Governing Authorities: Cause all tests and inspections required by governing authorities having jurisdiction to be made for Work under this Contract. Except as specifically noted, scheduling, conducting and paying for such inspections shall be solely Contractor's responsibility.

1.5 INSPECTIONS AND TESTS BY SERVING UTILITIES

A. Inspections and Tests by Serving Utilities: Cause all tests and inspections required by serving utilities to be made for Work under this Contract. Scheduling, conducting, and paying for such inspections shall be solely Contractor's responsibility.

1.6 INSPECTIONS AND TESTS BY MANUFACTURER'S REPRESENTATIVES

A. Inspections and Tests by Manufacturer's Representatives: Cause all tests and inspections specified to be conducted by materials or systems manufacturers to be made. Additionally, all tests and inspections required by materials or systems manufacturers as conditions of warranty or certification of Work shall be made, the cost of which shall be included in the Contract Sum.

1.7 TESTS AND INSPECTIONS BY COUNTY OR INDEPENDENT TESTING AND INSPECTION AGENCY

A. County will conduct or County will select an independent testing and inspection agency or agencies to conduct tests and inspections as indicated on Drawings, in Specifications, and as required by governing authorities having jurisdiction.

B. Responsibility for payment for tests and inspections shall be as indicated in Paragraph C and 1.8 below. All time and costs for Contractor's service related to such tests and inspections shall be included in Contract Time and Contract Sum.

C. All additional charges by testing and inspection agencies and governing authorities having jurisdiction shall be deducted from the Contract Sum due to the following:

1. Contractor's failure to properly schedule or notify testing and inspection agency or authorities having jurisdiction.

2. Changes in sources, lots, or suppliers of products after original tests or inspections.

3. Changes in means, methods, techniques, sequences, and procedures of construction that necessitate additional testing, inspection, and related services.

4. Changes in mix designs for concrete and mortar after review and acceptance of submitted mix design.

5. Contractor submitted requests to change materials or products, which are accepted, but require testing and/or reinspection beyond original design.

D. Contractor Responsibilities for Inspections and Tests:

1. Unless specified otherwise, notify County and testing agency twenty-four (24) hours in advance of expected time of each test and inspection, and for all other operations requiring inspection and testing services, by submitting Contractor's inspection request in writing (or, if County provides a specific form, on that form).

a. When tests or inspections cannot be performed after such notice, reimburse County for testing and inspection agency personnel and travel expenses incurred due to Contractor's negligence.

b. For local fire inspections, notify County twenty-four (24) hours in advance of expected time of each test and inspection.

2. Deliver to laboratory or designated location, adequate samples of materials proposed to be used that require advance testing, together with proposed mix designs.

3. Cooperate with testing and inspection agency personnel, County, and County's consultants. Provide access to Work areas and offSite fabrication and assembly **locations, including during weekends and after normal Work hours.**

4. Provide incidental labor and facilities to provide safe access to Work to be tested and inspected, to obtain and handle Samples at the Site or at source of products to be tested, and to store and cure test Samples.

5. Provide, at least fifteen (15) Days in advance of first test or inspection of each type, a schedule of tests or inspections indicating types of tests or inspections and their scheduled dates.

1.8 ADDITIONAL TESTING AND INSPECTION

A. If initial tests or inspections made by County or the testing and inspection agency reveal that materials do not comply with Contract Documents, or if County has reasonable doubt that materials do not comply with Contract Documents, additional tests and inspections shall be made as directed.

1. If additional tests and inspections establish that materials comply with Contract Documents, County shall pay all costs for such tests and inspections.

2. If additional tests and inspections establish that materials do not comply with Contract Documents, all costs of such tests and inspections shall be deducted from Contract Sum.

3. If Work requiring inspection is covered by follow-on or follow-up Work before it is inspected, uncover Work so proper inspections can be performed. All costs of such tests and inspections shall be deducted from Contract Sum.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 014529

TESTING LABORATORY SERVICES

PART 1 GENERAL

1.1 SUMMARY

A. This Section describes testing and inspecting to be coordinated by Contractor and paid for by Owner.

B. Related work:

1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division-1 of these Specifications.

2. Requirements for testing may be described in various Sections of these Specifications.

1.2 QUALITY ASSURANCE

A. Provide the services of a soil engineer and a testing laboratory approved by the Architect.

B. Upon completion of each test and/or inspection, promptly distribute copies of test or inspection reports to the Architect, to governmental agencies requiring submission of such reports, and to such other persons as directed by the Architect.

1.3 TESTS AND INSPECTIONS BY COUNTY OR INDEPENDENT TESTING/INSPECTION AGENCY

A. Tests and special inspections to be paid by County include, but are not limited to, the following:

Section	Material Tests
312323.13	Trench Backfill
321113	Building pad sub-grade and imported fill
329000	Soil Chemistry
032000	Reinforcing steel for concrete and concrete masonry

033100	Concrete slump and strength
042700	Masonry block strength, shrinkage, and moisture content
042700	Masonry grout strength
042700	Masonry mortar strength
051200	High strength grout strength
051200	Structural steel bolting and welding
Section	Special Inspection
321113	Site grading, road and parking phase
312323	Trench Backfill
032000	Placement of reinforcing steel for concrete / concrete masonry
033000	Placement of cast-in place concrete and batch plant
042700	Placement of concrete block and grout
042700	Installation of anchor bolts, dowels embedded in concrete and masonry
051200	Structural steel fabrication, erection, bolding and welding
075000	Installation of room membrane
230800	Monitoring HVAC Commissioning
Section	Environmental Tests
015000	Construction noise monitoring
	Storm water runoff sampling

B. Test and Inspection Reports: After each inspection and test by an independent testing and inspection agency or agencies, one (1) copy of report shall be promptly submitted to County, who will distribute copies to Contractor and any agency having jurisdiction (if required by Code).

1. Reports shall clearly identify the following:

a. Date issued.

b. Project name and number.

c. Identification of product and Specifications Section in which Work is specified.

d. Name of inspector.

e. Date and time of sampling or inspection.

f. Location in Project where sampling or inspection was conducted.

g. Type of inspection or test.

h. Date of test.

i. Results of tests.

j. Comments concerning conformance with Contract Documents and other requirements.

2. Test reports shall indicate specified or required values and shall include statement whether test results indicate satisfactory performance of products.

3. Samples taken but not tested shall be reported.

4. Test reports shall confirm that methods used for sampling and testing conform to specified test procedures.

5. When requested, testing and inspection agency shall provide interpretations of test results.

PART 2 PRODUCTS

2.1 SPECIFIC TESTS AND INSPECTIONS

A. Provide all tests and inspections required by governmental agencies having jurisdiction, required by provisions of the Contract Documents, and such other tests and inspections as are directed by the Architect.

B. Tests include, but are not necessarily limited to, those described in detail in Part 3 of this Section 014529.

PART 3 EXECUTION

3.1 TAKING SPECIMENS

A. Except as may be specifically otherwise approved by the Architect, have the testing laboratory secure and handle all samples and specimens for testing.

3.2 COOPERATION WITH TESTING LABORATORY

A. Contractor shall provide access to the Work at all times and at all locations where the Work is in progress. Contractor shall provide facilities for such access to enable the laboratory to perform its functions properly.

3.3 SOIL INSPECTING AND TESTING

A. Make required inspections and tests including, but not necessarily limited to:

1. Visually inspect on-site and imported fill and backfill, making such tests and re-tests as are necessary to determine compliance with the Contract requirements and suitability for the proposed purpose;

2. Make field density tests on samples from in-place material as required;

3. As pertinent, inspect and test the scarifying and recompacting of cleaned subgrade; inspect the progress of excavating, filling, and grading; make 90% density tests at fills and backfills; and verify compliance with provisions of the Contract documents and governmental agencies having jurisdiction;

4. Inspect footing trenches and drilled pier holes.

B. Make and distribute necessary reports and certificates.

3.4 CONCRETE INSPECTING AND TESTING

A. Portland cement:

1. Secure from the cement manufacturer Certificates of Compliance delivered directly to the concrete producer for further delivery directly to the testing laboratory.

2. Require the Certificates of Compliance to positively identify the cement as to production lot, bin or silo number, dating and routing of shipment, and compliance with the specified standards.

3. If so required by the Architect, promptly provide such other specific physical and chemical data as requested.

B. Aggregate:

1. Provide one test unless character of material changes, material is substituted, or additional test is requested by the Architect.

2. Sample from conveyor belts or batching gates at the ready-mix plant:

3. Sieve analysis to determine compliance with specified standards and grading;

4. Specific gravity test for compliance with specified standards.

C. Laboratory design mix:

1. After approval of aggregate, and whenever character or source of materials is changed, provide mix design in accordance with ACI 613.

2. Provide designs for all mixes prepared by a licensed civil engineer.

D. Molded concrete cylinders:

1. Provide three test cylinders for each 150 cu. yds., or fraction thereof, of each class of concrete of each day's placement.

2. Test one cylinder at seven (7) days, one at twenty-eight (28) days, and one when so directed.

3. Report the mix, slump, gage, location of concrete in the structure, and test results.

4. Take specimens and make tests in accordance with the applicable ASTM standard specifications.

E. Core tests:

1. Provide only when specifically so directed by the Architect because of low cylinder test results.

2. Cut from locations directed by the Architect, securing in accordance with ASTM C42, and prepare and test in accordance with ASTM C39.

F. Placement inspections:

1. On concrete over 2500 psi, provide continuous or other inspection as required by governmental agencies having jurisdiction.

2. Throughout progress of concrete placement, make slump tests to verify conformance with specified slump.

3. Using all required personnel and equipment, throughout progress of concrete placement verify that finished concrete surfaces will have the level or slope that is required by the Contract documents.

3.5 CONCRETE REINFORCEMENT INSPECTING AND TESTING

A. Prior to use, test all reinforcement steel bars for compliance with the specified standards.

1. Material identified by mill tests reports, and certified by the testing laboratory, does not require additional testing.

2. Require the supplier to furnish mill test reports to the testing laboratory for certification.

3. Tag identified steel at the supplier's shop.

4. When steel arrives at the job site without such tags, test it as unidentified steel.

B. Unidentified steel:

1. Have the testing laboratory select samples consisting of two pieces, each 18" long, of each size.

2. Have the testing laboratory make one tensile test and one bend test for each 2-1/2 tons or fraction thereof of each size of unidentified steel.

3. Provide continuous inspection for all welding of reinforcement steel.

3.6 REINFORCED CONCRETE UNIT MASONRY

A. Prior to use, test all masonry for compliance with specified standards.

1. Secure from manufacturer certificates for concrete masonry units.

2. Provide field test for masonry unit moisture content prior to installation.

B. Provide continuous special inspection or other inspection as required by governmental agencies having jurisdiction.

3.7 STRUCTURAL STEEL INSPECTING AND TESTING

A. Prior to use, test all structural steel for compliance with the specified standards.

1. Material identified by mill test reports, and certified by the testing laboratory, does not require additional testing.

2. Require the supplier to furnish mill test reports to the laboratory for certification.

3. Tag identified steel at the supplier's shop

4. When steel arrives at the job site without such tags, test it as unidentified steel.

B. Unidentified steel:

1. Have testing laboratory make one tensile test and one bend test for each five tons or fraction thereof of each shape and size of unidentified structural steel.

C. Shop welding:

1. Provide qualified testing laboratory inspector.

2. On single pass welds, inspect after completion of welding and prior to painting.

3. On multiple pass welds, and on butt welds with cover pass on the back side, provide continuous inspection.

D. Field welding: Provide continuous inspection by a qualified testing laboratory inspector.

3.8 ROOFING AND WATERPROOFING INSPECTING AND TESTING

A. Prior to start of membrane waterproofing and membrane roofing installation, conduct a job site meeting attended by representatives of the installing subcontractors, the contractor's field superintendent, the testing laboratory inspector, and the Architect, to agree upon procedures to be followed.

B. Prior to start of installation, verify that materials at the job site comply with the specified standards, that the subcontractor is qualified to the extent specified, and that the installing personnel are fully informed as to procedures to be followed.

C. During installation, verify that materials are installed in strict accordance with the manufacturer's recommendations as approved by the Architect.

D. When so directed by the Architect, make test cuts to verify conformance with the specified requirements.

3.9 WAIVER OF INSPECTION AND/OR TESTS

A. Specified inspections and/or tests may be waived only by the specific approval of Architect, and such waivers will be expected to result in credit to County equal to normal cost of such inspection and/or test.

END OF SECTION

SECTION 015000

TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. Provide and maintain construction facilities and temporary controls as required to perform the Work; relocate as required by the progress of the Work.

2. Materials for construction facilities and temporary controls shall be suitable for the purposes intended and unless otherwise required by County, may be new or used.

3. Materials, installation and maintenance of construction facilities and temporary controls shall be in compliance with applicable regulatory requirements.

4. Maintain construction facilities in sound, neat and clean condition. Remove any graffiti and repair any vandalism to satisfaction of County.

5. Remove construction facilities and controls, including associated utilities and equipment, when their use is no longer required.

a. Remove and legally dispose of debris resulting from removal and reconditioning operations.

b. Restore or recondition, as applicable, areas of the site damaged or disturbed using construction facilities and temporary controls.

6. Do not attach any temporary facilities and controls to existing finishes or components to remain without written permission from County.

B. Related Sections: The completion of the work described in this Section may require work in or coordination with other sections of these specifications. Contractor and the subcontractor shall be responsible for identifying and including all related work in other Sections of these specifications and/or drawings necessary for a complete installation of the work described in this Section.

1.2 TEMPORARY UTILITIES

A. Electric Power: Contractor may use existing County provided electricity with County's prior approval and provided that the existing service and distribution are suitable for Contractor's loads without causing disruption or interference with County's use. If

Contractor determines existing power is not adequate or suitable for the Work, Contractor shall provide, at no additional cost to County, power service from appropriate Utility source.

1. Provide lighting and convenience outlets in the temporary structures, if any.

2. Provide power outlets for construction operations, with branch wiring and distribution boxes located at each floor. Provide flexible power cords as required.

3. Provide adequate distribution equipment, wiring, and outlets to provide branch circuits for power and lighting as required.

4. Provide adequate artificial lighting for work areas when natural lighting and permanent lighting is not available or adequate for performance of Work.

B. Water: Contractor may use existing County provided water with County's prior approval provided existing water system is adequate to the needs of the work without disruption or interference of County's continued use. If existing water system is not adequate or suitable for the Work, Contractor shall arrange with utility service company to provide water for construction and other purposes such as final testing of plumbing and fire suppression systems; pay the costs for water used, sewer and related charges, permit and connection fees, if any.

1. If necessary, install temporary branch piping with taps located so that water is available throughout the Work by using hoses.

2. Make potable water available for human consumption.

3. As the work progresses protect existing interior finishes from damage by water.

4. Water may be available from fire hydrants located near the site. Obtain permission from the Fire Department to use the hydrants. Make all necessary arrangements with the Water Department, for the necessary installation of meters and payment of water used and related charges.

a. Install temporary lines from the hydrants to the construction site, if needed.

b. Pipe crossing traveled roadways shall be buried beneath the roadway and shall comply with all traffic requirements of regulatory agencies.

c. Remove all temporary lines and related appurtenances upon completion of work and restore all facilities to conditions to conditions prior to construction to the satisfaction of County.

C. Heat and Ventilation: Provide temporary heating or ventilation as required, to maintain environmental conditions to facilitate progress of the Work, to prevent damage to building contents, or as required for worker or building occupant safety and comfort.

1. Meet specified minimum conditions for the installation and curing of materials, and to protect materials and finishes from damage due to temperature and humidity conditions.

a. Portable heaters, if used, shall be appropriate for the conditions and use.

2. Provide temporary forced ventilation of enclosed areas for installation and curing of materials, to disperse humidity, and to prevent hazardous accumulations of dust, fumes, vapors, and gases, and as required to disperse odors and fumes in occupied buildings.

3. Pay the costs of installation, maintenance, operation, and removal of temporary heat and ventilation, including costs for fuel consumed, temporary construction filters, strainers and guards required for the performance of the Work.

D. Sanitary Facilities: Provide and locate temporary sanitary facilities as approved by County.

1. Maintain in a neat, sanitary condition, with adequate supplies.

E. Telephone: Arrange and pay for telephone service and pay the costs throughout the duration of the Contract.

F. Fire Protection: Contractor shall meet all fire protection requirements for the Work and if required by the responding firefighting agency shall submit Contractor's plans for fire protection and Fire Department access for firefighting and equipment to County for approval prior to commencing work at the project site.

1. Provide and maintain fire extinguishers, fire hoses, fire sprinklers, smoke detectors, controls, and other equipment for fire protection in all areas of the Work and where materials are stored, in accordance with local and State fire codes and Cal-OSHA, whichever code is more stringent shall govern, and as directed by the Fire Department.

2. Use fire protection equipment for fire protection only.

3. Contractor shall maintain fire protection equipment, institute fire protection measures, and direct the prompt removal of unnecessary combustible materials and waste.

a. Contractor shall be responsible for overseeing correct and safe use of soldering coppers, extension lights, flammable liquids, welding, and metal cutting apparatus, wax pots, and other flame tools.

b. Contractor shall be responsible to perform a walk-through before leaving the Site at the end of each workday to inspect the work areas for fire hazards.

c. Immediately mitigate all fire hazards.

4. Take special precautions to minimize fire hazards when it becomes necessary to use stoves, tar pots or other temporary heating devices.

a. Such devices shall conform to the requirements of the National Fire Code of the NFPA and shall be used only under proper supervision.

b. Locate such devices so that there are minimum clearances in compliance with manufacturer's recommendations and regulatory requirements. Do not place within ten (10) feet of tarpaulins, canvas covers, loose paper or flammable material.

c. Properly insulate legs of temporary heating devices when it is necessary to place such equipment on combustible platforms.

d. Do not use heaters burning LP gas.

5. Use special precautions to reduce fire hazard where electric or gas welding or cutting work is done. Provide and maintain suitable fire extinguishing equipment near such welding operations.

6. Store paints, varnishes, volatile oils, and similar combustible materials in a non-combustible storage building having good ventilation and containing no other material, or in metal lockers or metal boxes with self-closing covers. Store gasoline and other volatile flammable liquids in metal barrels well away from structure or other combustible materials.

a. No storage of chemicals, solvents, paints, or other flammable materials will be allowed in the building.

1.3 CONSTRUCTION AIDS

A. Plant and Equipment: Furnish, operate, and maintain in safe and efficient operating condition a complete plant for fabricating, handling, conveying, applying, installing and erecting materials and equipment; and conveying systems for transporting workers.

1. Include construction elevators, hoists, debris chutes and other equipment, tools and appliances necessary for performance of the Work.

B. Construction Staging Areas: Construction staging shall be restricted to the areas approved by County in writing. Contractor shall provide adequate measures including fencing and lighting if necessary to secure the staging and storage areas.

1.4 BARRIERS AND ENCLOSURES

A. General: Provide and maintain temporary barriers and enclosures at the site.

1. Provide as required to protect the Work and existing facilities from the elements.

2. Protect adjacent construction, improvements and persons from damage or injury from demolition and construction operations.

3. Prevent unauthorized entry to construction areas.

4. Protect vehicular and pedestrian traffic from injury or damage from Contractor's operations.

5. Provide eight (8)-foot high commercial grade chain link fence around construction site. Clamp and bolt fence sections together.

a. Equip with vehicular gates with vandal-resistant locks, all keyed alike.

B. Public Thoroughfare: Except as indicated or otherwise approved, construction operations shall not occupy public sidewalks except where pedestrian protection is provided in accordance with the requirements of the Building Code and the regulations of public authorities having jurisdiction and as required by County.

1. Maintain and modify existing pedestrian walkways as required to conform with state and local Codes and Standards and shall comply with Americans with Disability Act (ADA) requirements for width, ramps, handrails, and access. Contractor shall clean any graffiti on barricade on a daily basis. Public thoroughfares shall be maintained free of debris and other construction material.

2. Maintain at least one accessible path of travel around the construction site for persons with disabilities that conforms with the requirements of the State of California Title 24, Part 2 Accessibility Standards and the ADA.

3. When Work is to be performed over an active public thoroughfare such as a sidewalk or building entrance, close thoroughfare if possible and approve by County, or take other precautions such as installing screens or barricades.

a. When the exposure to heavy falling objects may exist, such as during the erection of building walls or during demolition, provide special protection of the type detailed in 29 CFR 1910/1926 and as required by Cal-OSHA.

4. Furnish, erect, and maintain all necessary safeguards for safety and protection of the public. Such safeguards shall include signs, barricades, lighting, fencing, railing, bridging, and flaggers, which conform to the requirements of state and local Codes and Ordinances.

a. Provide solid continuous bottom rail such as 2-by-4s or other material of high contrast attached to the base of barricade and fencing systems to direct blind pedestrians through a temporary path-of-travel.

b. Provide proper barricades and temporary curb ramps at all closed crosswalks and curb ramps.

5. Provide 45-degree-beveled smooth, non-tripping transitions at all path-of travel height changes over 1/4 in.

C. Potential Hazards: Storing, positioning or use of equipment, tools, materials, scraps, and trash in a manner that could present a hazard to the public or building by its accidental shifting, ignition, fumes, or other hazardous qualities is prohibited.

D. Remove barriers and enclosures upon completion of the Work, in accordance with applicable regulatory requirements and to the satisfaction of County.

1.5 TREE AND PLANT PROTECTION

A. Root protection: No storage of materials or equipment will be allowed within the Dripline. Whenever possible, excavation shall be on a radial line, diverging from the tree trunk.

B. Where construction is to be performed in the vicinity of trees and shrubbery, the Work shall be carried on in a manner that will not cause damage. Trees and shrubbery that are to remain, shall be protected from injury or damage resulting from Contractor's operations as indicated in the drawings.

1.6 GENERAL PROTECTION

A. Summary:

1. Protect installed Work and provide special protection where specified in individual specification Sections.

2. Provide temporary and removable protection for installed products. Control activity in immediate work area to minimize damage.

3. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings as required by the Work.

4. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.

5. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.

6. Prohibit traffic from landscaped areas.

1.7 ENVIRONMENTAL CONTROLS

A. General

1. Contractor shall comply with all rules, regulations, ordinances, and statutes that apply to any work performed under Contract Documents including, without limitation, any toxic, water and soil pollution controls and air pollution controls specified in Government Code, Section 11017. Contractor shall be responsible for insuring that Contractor's employees, subcontractors and the public are protected from exposure to airborne hazards or contaminated water, soil or other toxic materials used during or generated by activities on the Site or associated with the Project.

B. Dust Control and Disposal of Surplus Soils

1. Water or other dust palliative shall be sprayed on stockpiles of soil, unpaved construction, and staging areas during construction to control dust, as needed, or required by County's Project Manager.

2. All surplus soils that cannot be used on the Site will be disposed of at an acceptable disposal site at no additional cost to County. If any areas outside the Site are used for disposal or stockpiling of soil or other materials, Contractor will obtain all the required permits, including, if applicable, a grading permit. Contractor will notify the California Department of Fish and Game of the intent to use the site, and the Sonoma County Permit and Resource Management Department to determine if a grading permit is required. Contractor will provide evidence to County's Project Manager that the site does not affect wetlands under the jurisdiction of the Army Corps of Engineers, or that the site has the appropriate permit from the Army Corps of Engineers.

3. Surplus concrete, rubble or pavement will be taken to a permitted concrete and/or asphalt recycling facility.

4. Trucks hauling soil, sand, and other loose materials over public roads will cover the loads or will keep the loads at least two (2) feet below the level of the sides of the container or will wet the load sufficiently to prevent dust emissions.

5. Paved roads and streets will be swept as needed, or required by County's Project Manager, to remove soil that has been carried onto them from the Site.

6. Traffic speeds on unpaved areas shall not exceed fifteen (15) mph, signs to be posted ensuring all drivers in the construction area are aware of this speed limit.

C. Emergency Access

1. Contractor to maintain emergency vehicle access to existing areas of the site that require access through and/or have been altered due to site work phasing.

1.8 TEMPORARY CONTROLS

A. General:

1. Contractor shall exercise all special controls necessary to control dust, water, and pollution as required by the project conditions, Legal Requirements, or when directed by County's Project Manager. The cost of special controls required shall be included in the Contract Sum and shall not create additional costs to County.

2. Contractor shall not begin any demolition operations until all temporary dust curtains are in place and approved by County's Project Manager. The dust partitions shall be maintained until after all sanding, painting or other operations which produce dust or fumes are completed. Dust protection will extend from floor to ceiling.

3. Contractor shall assume all the liability for claims related to dust or wind-blown materials attributable to its work. Special dust control measures shall be taken to keep dust from automobiles parked in the vicinity of the construction site.

B. Dust Control:

1. Perform the Work in a manner to minimize the generation of dust and dirt, to prevent dust and dirt from interfering with the progress of the Work, and to keep dust and dirt from accumulating in Work areas and adjacent areas.

a. Water down the Work site at least three times daily or more frequently as required by County.

b. Provide continuous water misting using as fine a spray/mist as possible during earthwork, off-hauling and dirt moving activity.

c. Perform wet sweeping/vacuuming of the asphalt surfaces of all residual dirt and debris from immediately adjoining streets used for site access as required at the following minimum frequencies:

1) During the initial mobilization period, once daily in the **afternoon**

2) During all excavation and dirt moving activities, two times daily and once at the end of the workday

3) After excavation and dirt moving activities until Project Completion, once weekly or more frequently as required by County

d. Wet/vacuum sweeper equipment shall have sufficient suction so as to ensure that while sweeping, dust and dirt is not blown towards neighboring businesses or residences.

e. Minimize the amount of excavated or demolished materials at the Work site. Stockpiled excavated material is prohibited at the Work site unless specifically authorized in writing by County.

f. If excavated material is allowed to be stockpiled, always cover all such material with 10 mil HDPE plastic.

g. Replace ground cover in disturbed areas as soon as possible.

h. Enclose, cover, water, or apply soil binders to exposed stockpiles.

i. Cover stockpiled imported always backfill or other dust-generating soil materials with tarps.

j. Limit dust emissions during periods of high winds (greater than fifteen (15) miles per hour). Suspend all excavation and dirt moving activities if winds exceed twenty-five (25) mph.

k. Trucks and trailers used to transport excavated material shall be suitably constructed, covered, and equipped to prevent spillage of loaded materials on public streets and highways.

l. Hauling trucks carrying excavated material shall be loaded so that the material does not extend above the walls or back of the truck bed. The loaded material shall be wetted and tightly covered before the trucks leave the loading area.

m. Vehicle travel speed shall be limited to fifteen (15) mph for all vehicles operating within the construction site. Limit equipment speed to ten (10) miles per hour in unpaved areas. Refer to Section 01571 for truck access requirements.

C. Pollution: Comply with applicable regulatory requirements and anti-pollution ordinances during the conduct of construction and disposal operations.

1. No burning of refuse, debris or other materials shall occur on or in the vicinity of the Project site.

2. Prevent toxic concentrations of chemicals.

3. Provide methods, means and facilities to prevent contamination of soil, water, and atmosphere by the discharge of noxious substances from demolition and construction operations.

4. Remove and legally dispose of soil contaminated by the performance of the work and replace with good soil at no expense to County.

5. Provide systems for control of atmospheric pollutants.

6. Prevent harmful dispersal of pollutants into the atmosphere.

7. Maintain and operate construction equipment to minimize exhaust emissions of particulate and other pollutants.

a. Ensure that idling time for all heavy equipment is minimized to reduce on-Site emissions. Prohibit idling motors when equipment is not in use or when trucks are waiting in queues.

b. Maintain equipment in good mechanical condition. Implement specific maintenance programs to reduce emissions from equipment that would be in frequent use for much of the demolition and construction periods.

D. Noise and Vibration Control: Conform with night and weekend construction work and general construction noise control requirements of local Codes and Ordinances and as described in the General Conditions / Supplemental Conditions.

1. Noise and Vibration Control

a. Contractor shall comply with all noise related ordinances and restrictions that apply to the location of the Work.

b. Secure written permission from County Representative at least three (3) working days prior to using noisy and vibratory equipment, such as, jackhammers, concrete saws, impact tools, and high frequency electrical equipment. This type of noisy and vibratory work will not be allowed in occupied buildings between the hours of 7:00 A.M. and 6:00 P.M., Monday through Friday. Refer to Section 01100 (Summary) for further restrictions, if any.

c. All internal combustion engines, equipment and impact tools used on the Site shall be operated with exhaust (and intake where applicable) mufflers that meet the requirements of the State Public Resources Code, and, where applicable, the Vehicle Code.

d. No equipment used on the Site shall produce noise levels more than the following limits in Db(A) at a distance of 50 feet from the equipment under test:

1) Earthmoving Equipment

(a)	Front loader	-	79
(b)	Backhoes	-	85
(c)	Dozers	-	80
(d)	Tractors	-	80
(e)	Scrapers	-	88
(f)	Graders	-	85

(g) Truck - 91

(h) Paver - 89

2) Materials Handling Equipment

(a) Concrete Mixer - 85

(b) Concrete Pump - 82

(c) Crane - 83

(d) Derrick - 88

3) Stationary Equipment

(a) Pumps - 76

(b) Generators - 78

(c) Compressors - 81

4) Impact Equipment

(a) Pile Drivers - 101

(b) Jack Hammers - 88

(c) Rock Drills - 98

(d) Pneumatic Tool - 86

5) Other Equipment

(a) Saws - 78

(b) Vibrators - 76

2. Idling diesel engines shall be turned off.

E. Water Control:

1. In the event that site excavations encounter groundwater that must be removed, Contractor shall obtain a de-watering permit from the North Coast Regional Water Quality Control Board, and shall follow the requirements or conditions of that permit.

2. Provide and operate existing dewatering system and pumping equipment. Continue operations and provide all additional dewatering measures as needed to maintain excavations free from standing water.

3. Provide proper site drainage to protect excavations and adjoining structures and improvements from damage.

4. Pretreat all dewatered groundwater using settling tanks and, as necessary, oil/water separators and other systems as approved by County and City prior to discharge into City sewer system.

a. Contractor shall conform to the requirements for handling groundwater and obtain and pay for all permits required for disposal into City sewer system as described in the General Conditions / Supplemental Conditions.

b. Discharge groundwater at locations approved by County.

c. Do not permit surface and subsurface water and other liquids to accumulate in or about the Project site and vicinity thereof.

d. Should conditions develop, control water or other liquids, and suitably dispose by means of temporary pumps, piping, drainage lines, troughs, ditches, dams or other methods.

G. Sewerage Control: Take adequate measures to prevent the impairment of the operation of the sewerage system. Prevent all construction material, pavement, concrete, soil, or other debris from entering all sewers, sewer structure, catch basin, or storm water inlet.

1.9 TEMPORARY STORAGE AND PARKING FACILITIES

A. **Contractor shall confine its apparatus, the storage of materials and operations of its** workers to limits indicated by any Legal Requirements and/or directions of County Project Manager, and shall not unreasonably encumber the premises with its material. Apparatus and equipment used by Contractor during construction shall be placed in such locations as not to interfere with or delay the completion of the Work. Where any portion of the Work is to be finished before other portions of the Work, the portions to be finished shall not be used for the storage of materials, and no construction apparatus shall be installed in such parts of the Work. Hoist and construction appliances shall be installed on the interior of the building to which the Work pertains only when approved by County Project Manager, and are to be installed on the exterior wherever possible.

B. Storage:

1. Provide as required for the performance of the Work.

2. Dimensions adequate for storage and handling of products.

3. Ventilation to comply with specified and regulatory requirements for products stored.

4. Heating adequate to maintain temperatures specified in respective Sections for products stored.

5. Any use of any interior portion of building for storage shall be subject to County's approval.

6. Location of on-site material storage areas shall be approved by County prior to storage of materials.

C. On-site vehicle parking is allowed for Contractor's and subcontractor's employees in areas designated by County Representative

D. Arrange with County Representative all parking permits needed for work force and deliveries.

E. See also Section 01571.

1.10 CONTRACTOR USE OF SITE

A. Confine operations at Site to areas permitted by Contract Documents, permits, ordinances, and laws.

B. Do not unreasonably encumber Site with materials or equipment.

C. Prior to commencement of construction, Contractor and County shall jointly survey the area adjacent to the Project area making permanent note and record of such existing damage as cracks, sags, or other similar damage. This record shall serve as a basis for determination of subsequent damage to these structures due to Contractor’s operations. If possible, damage as noted shall be marked on the structure. All parties making the survey shall sign the official record of existing damage. Cracks, sags, or damage of any nature to the adjacent Project area, not noted in the original survey but subsequently noted, shall be reported immediately to County.

D. Employees and visitors shall have unobstructed ingress and egress. Parking facilities shall not be blocked or hindered.

E. Access to occupied areas: Contractor shall give County at least seven (7) days written notice prior to requiring access to or work in any/or occupied areas except the immediate unoccupied work area(s) as indicated on the Drawings.

F. Assume full responsibility for protection and safekeeping of products stored on premises.

G. Move any stored products that interfere with operations of County or other contractor.

H. Coordinate parking, storage, staging, and Work areas with County.

1.12 AIR QUALITY STANDARDS

A. Cover trucks hauling dirt.

B. Removed earth tracked onto neighboring paved roads at least once daily.

1.13 CONSTRUCTION STAKING AND MONUMENT PROTECTION

A. Contractor will provide construction staking to establish horizontal and vertical control for the project that are necessary for Contractor to proceed with the Work.

1. Contractor to refer to Section 1.13 Lines and Grades, Measurements of the Construction Facilities and Temporary Controls for additional information on Construction Staking.

B. Contractor shall notify County a least seven (7) days prior to the need for benchmark and initial control staking. Contractor shall be responsible for locating all other necessary controls and all construction staking necessary to properly locate all Work.

1. Illegible survey requests or requests for surveys to County without proper notification may result in delayed surveys. No extension of Contract Time will be allowed due to such delays.

2. Contractor shall be responsible for protecting and preserve the established property monuments, and shall make no changes or relocations without the prior written approval of County. Whenever Contractor knows or reasonably should know that any Work activity is likely to damage or destroy any property monuments, or require relocation because of necessary changes in grades or locations, provide at least five (5) Days advance notice to County. In any event, Contractor shall notify County whenever any property monuments are lost or destroyed or require relocation because of necessary changes in grads of locations. County shall replace or repair property monuments at Contractor's expense.

C. Contractor shall be responsible for protecting and preserve the established construction stakes.

1.14 PROTECTION OF EXISTING STRUCTURES AND UNDERGROUND FACILITIES

A. The Drawings may indicate existing above and below-grade structures, drainage lines, storm drains, sewers, water lines, gas lines, electrical lines, hot water lines, and other similar items and Underground Facilities that are known to County.

1. At least two (2) Business Days, or as otherwise noted, prior to commencement of excavation, notify County and USA.

B. Where overhead service to a structure, known to receive service, does not exist, then underground service shall be assumed to exist.

C. Attention is also directed to the existence of overhead power and telephone lines.

D. Perform potholing by hand within twenty-four (24) inches (in any direction) of the Underground Facilities. This may be done on an area-by-area basis, but shall be accomplished at least seven (7) Days in advance of the date of construction within such area.

E. Power pole: Special attention is directed to the power poles shown on Drawings. Protection of the poles may require assistance from Pacific Gas and Electric Company. Cost for assistance by PG&E shall be borne by Contractor.

F. No attempt has been made to locate private utilities on private property such as sprinkler irrigation systems or electrical conduits. Contact the property Owners prior to construction.

G. In addition to reporting, if a utility is damaged, Contractor must take appropriate action as provided in Document 007200 (General Conditions).

H. Additional compensation or extension of time on account of utilities not indicated or otherwise brought to Contractor's attention including reasonable action taken to protect or repair damage shall be determined as provided in Document 00700 (General Conditions).

1.5 PERMITS

A. Permits, agreements, or written authorizations that are known by County to apply to this Project are listed below:

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 015400

SITE SECURITY AND SAFETY

PART 1 GENERAL

1.1 SUBMITTALS

A. See Section 013300 (Submittal Procedures).

B. Safety Program.

C. Fire Protection Plan.

1.2 PROTECTION

A. Continuously maintain protection as necessary to protect the Work, as a whole and in part, and adjacent property and improvements from accidents, injuries or damage.

B. Properly protect the Work:

1. With lights, guard rails, temporary covers and barricades.

2. Enclose excavations with proper barricades.

3. Brace and secure all parts of the Work against storm and accident.

4. Provide such additional forms of protection that may be necessary under existing circumstances.

C. Provide and maintain in good condition all protective measures required to adequately protect the public from hazards resulting from the Work and to exclude unauthorized persons from the Work. When regulated by Building Code, Cal OSHA, or other authority, such legal requirements for protection shall be considered as minimum requirements. Be responsible for the protection in excess of such minimum requirements as required.

D. Related Sections:

Section 015000 - Temporary Facilities and Controls

Section 015500 – Vehicular Access and Parking

1.3 CONTROL OF SITE

A. Contractor shall be responsible for securing the project Site (the fence, area within the fence, and the building) to:

1. Provide site security to assure that no member of the public is able to gain access to the work area at any time. Contractor shall maintain access and egress routes at all times.

2. Secure, maintain, and protect the building, its contents, the Work, stored materials, equipment and temporary facilities until time of acceptance, or such earlier time as County may choose to assume such responsibility. Security and protection may be by any legal method, or methods, acceptable to County.

3. At Contractor's option, provide a night security guard during all hours that Contractor is not physically in control of the site through its performance of the Work.

B. Ensure that no alcohol, firearms, weapons, or controlled substance enters or is used at the Site. Immediately remove from the Site and terminate the employment of any employee found in violation of this provision.

1.4 SAFETY PROGRAM

A. Prior to starting any Work at the Site, submit a Safety Program that has been reviewed and approved by an Industrial Hygienist certified by the American Board of Industrial Hygiene or a Certified Safety Professional. The Safety Program shall include the name, certification number, and certification seal of the Industrial Hygienist or Certified Safety Professional. Comply with the Safety Program and all applicable federal, state, and local regulation codes, rules, law and ordinances.

B. Receipt and/or review of the Safety Program by County, Architect, Engineer or County's Representative shall not relieve Contractor of any responsibility for complying with all applicable safety regulations.

C. It is essential that Contractor and each Subcontractor implement an effective and vigorous Safety and Health Program to cover their respective portions of the Work. Subject to Contractor's overall responsibility for Project safety, it shall be understood that the full responsibility for providing a safe place to work with respect to their respective portions of the Work rests with each individual Contractor and Subcontractor.

D. Safety Program components:

1. Injury and Illness Prevention Program (IIPP): Conforming to the General Industrial Safety Orders (CCR Title 8, Division 1, Chapter 4, Subchapter 7, Section 3203), and the California Labor Code (Section 6401.7).

2. Site-Specific Safety and Health Plan (SSHP): Describing health and safety procedures that shall be implemented during the Work in order to ensure safety of the public and those performing the Work. Follow the guidelines for a SSHP listed in CCR Title 8, Division 1, Chapter 4, Subchapter 7, Section 5192, Item (b)(4)f.

E. The wearing of hard hats shall be mandatory at all times for personnel on Site. Supply sufficient hard hats to equip properly all employees and visitors.

F. Whenever an exposure exists, appropriate personal protective equipment (PPE) shall be used by all affected personnel. Supply PPE to all personnel under Contractor's direction.

G. Submit three (3) copies of Safety Program specific to these Contract Documents to County within the time set forth in Section 01540 (Site Security and Safety), Paragraph 1.4.

1.5 SAFETY REQUIREMENTS

A. Standards: Maintain the Project in accordance with state and local safety and insurance standards.

B. Hazards Control:

1. Store volatile wastes in covered metal containers and remove from premises daily.

2. Prevent accumulation of wastes that create hazardous conditions.

3. Provide adequate ventilation during use of volatile or noxious substances.

C. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.

1. Do not burn or bury rubbish or waste material on the Site.

2. Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.

3. Do not dispose of wastes into streams or waterways.

D. Provide accident information on the forms provided by Contractor. This information shall be provided on the same Day as the occurrence of said incident.

E. Coordinate emergency vehicle access route to the site with the City of Santa Rosa Fire Department. Emergency vehicle access route to be maintained at all times during the project as required by the City of Santa Rosa Fire Department.

1.6 SITE SAFETY OFFICER

A. Designate one of Contractor's staff as "Site Safety Officer" whose duties shall include the responsibility for enforcing the environmental protection provisions of the Contract Documents including safety and health, the requirements of the Occupational Safety and Health Act, and other applicable federal, state and local standards. Submit for review by County Contractor's intended traffic flow plan, security plan, program for temporary structures, housecleaning plan, demolition program, and environmental safety and health plan. After review by County, the implementation and enforcement of these plans shall become the responsibility of the Site Safety Officer. Any changes in the plans shall be requested by Contractor through the Site Safety Officer for written concurrence by County.

B. County's risk management representative(s) shall be allowed access to accident/injury and illness reports, inspection reports, scheduling and construction meetings, and safety meetings.

1.7 FIRE PROTECTION PLAN

A. Prior to starting any work that includes combustible materials at the Site, submit one (1) copy of a fire protection plan that has been reviewed and approved by the City of Santa Rosa Fire Department to County Project Manager. It is recommended that the plan include, but not be limited to, a discussion of the following items:

1. Equipment spark arresters

2. Fire-extinguishing equipment on hand

3. Method of operation in case of fire

4. Notification to authorities of any fire

5. Access available during performance of Work

6. Educating workers of fire protection plan

1.8 SHORING SAFETY PLAN

A. Any conflict between this Paragraph 15.9 and Division 2 of the Specifications shall be resolved in favor of the most stringent requirement.

B. At least five Days in advance of any excavation five feet or more in depth, Contractor shall submit to County a detailed plan showing the shoring, bracing and sloping design (including calculations) and other provisions to be made for worker protection from the hazard of caving ground during the excavation, as required by Labor Code Section 6705. A civil or structural engineer registered in California shall prepare and sign any plan that varies from the shoring system standards established by the State Construction Safety Orders.

C. During the course of Work, Contractor shall be responsible for determining where sloping, shoring, and/or bracing is necessary and the adequacy of the design, installation, and maintenance of all shoring and bracing for all excavation, including any excavation less than five feet in depth. Contractor will be solely responsible for any damage or injuries that may result from excavating or trenching. County's acceptance of any drawings showing the shoring or bracing design or Work schedule shall not relieve Contractor of its responsibilities under this Paragraph 15.9.

D. Contractor shall appoint a qualified supervisory employee who shall be responsible to determine the sloping or shoring system to be used depending on local soil type, water table, stratification, depth, etc.

PART 2 PRODUCTS – Not used

PART 3 EXECUTION – Not used

END OF SECTION

SECTION 015500

VEHICULAR ACCESS AND PARKING

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes: This Section sets forth the minimum requirements for traffic routing and traffic control during construction of the Project.

1. Furnish and install all temporary construction signs, traffic control devices, and pedestrian protection as required by County for safe and convenient routing of traffic at the Project site.

1.2 ACCESS REQUIREMENTS

A. The following access and egress restrictions will apply:

1. Contractor shall not block access to fire hydrants or standpipe connections at any time.

B. Contractor shall notify County and appropriate governmental agencies and adjacent property owners a minimum of five (5) working days prior to performing Work which necessitates closing or interfering with traffic on public thoroughfares, parking areas, driveways, and sidewalks.

1. Obtain written permission from County prior to effecting such closures and interruptions.

2. Provide protection for pedestrians as required by County.

1.3 TRAFFIC REQUIREMENTS

A. General: Contractor shall adequately safeguard the general public and the work by furnishing, installing, and maintaining temporary signs, runway, bridge, guardrails, fences and other facilities as necessary, or required, under the Contract Documents. Contractor shall provide, modify, and maintain proper barriers and enclosures for the protection of vehicular and pedestrian traffic, as required in Section 015000. Such protection measures for traffic specified in Section 015000 shall be incorporated in the Traffic Control Plan. Contractor shall submit traffic routing and safety barricade plans to County for approval and shall obtain and pay for necessary street use permits for all work not covered in Building (site) Permits. Contractor to submit traffic routing and safety plan to County for approval prior to trucks accessing the site. Under General

Conditions, Contractor shall conduct operations and activities within area shown on Drawings; exceptions may be granted, for special activities, if deemed justified and appropriate as long as mitigation measures are implemented.

1. During the construction period, construction truck movement shall be prohibited on weekdays between [List A.M. Times] and between [List P.M. Times] to minimize peak-hour traffic conflicts.

a. Contractor will be responsible for submitting and receiving this approval at the time of submitting general traffic plans to County Representative for approval.

2. During the peak traffic periods, Monday through Friday, Contractor shall conduct his operation in such manner as to leave the full roadway widths normally reserved for "peak hour" traffic on all streets and through intersections, unobstructed and in a condition satisfactory to accommodate vehicular traffic. Exceptions may be granted for special activities if justified and appropriate mitigation measures are implemented.

B. Special Instruction to Contractor:

1. Contractor shall coordinate, schedule and perform work in consideration with property owners in area.

2. Contractor shall submit requests for deviation from the general traffic plan to County Project Manager three (3) weeks prior to need of special traffic lane requirements. The requests shall be subject to review and approval by County and any other impacted agencies.

3. Contractor shall pay for costs of temporary signing, striping changes, and other traffic engineering related changes.

4. Contractor shall provide trained flagmen to control construction traffic where traffic crosses pedestrian movements or as otherwise required and as needed or directed by County, at no additional cost to County.

C. Maintenance of Traffic Signs, Signals and Pedestrian Signal Operation: Existing traffic signals shall be maintained and visible at all times to motorists approaching intersections and to pedestrians using crosswalks.

1. In the event of necessary demolition operations, equipment, materials, or fences may block any traffic signal or sign from view, Contractor shall indicate location and extent of blockage and propose locations for temporary signs or signals.

2. Any required traffic signal shutdown shall require prior approval by County and other regulatory agencies.

D. Prohibition of Stopping: Contractor may prohibit stopping in parking lanes where and when necessary as approved under the traffic plan to gain access to Work and to provide required traffic lanes.

1. Contractor shall notify County of approved prohibition of parking and stopping, at least seventy-two (72) hours in advance of effective date and time.

2. Contractor shall provide, spaced every twenty-five (25) feet, signs on type II barricades.

a. Contractor shall post required "TOW-AWAY" signs at least seventy-two (72) hours in advance of effective date and time.

b. The effective dates, times, and name of Contractor and telephone number shall be shown on all signs.

3. Contractor shall maintain signs on continual basis and shall replace damaged and missing signs daily.

4. Contractor shall remove signs and mounting materials when construction activities are completed.

E. Mass Transit Vehicles: Contractor shall not prevent functional operation of mass transit vehicles at any time.

1. Contractor shall become familiar with routes of coach lines that operate within surrounding area of work, and shall post a current copy of such routes in Contractor’s on-site office.

2. Lanes made available for traffic shall be located to include an adequate and allowable travel path for coach lines.

3. Contractor's activity shall not preclude provisions of minimum turning radius for mass transit vehicles.

4. Contractor shall notify County ten (10) working days in advance of doing any work in existing passenger loading zones for buses on each street, where such work could interfere with passenger loading-unloading operations

1.4 SUBMITTALS

A. Sequence of Operations and Traffic Routing Plans: Contractor shall submit proposed Sequence of Operations and Traffic Routing Plans to County for review and approval and shall perform work in accordance with approved plans.

1. Plan shall show:

a. Sequence of operations, demolition, and excavation phasing.

b. Time required for each phase of Work, including beginning and ending dates.

c. Movement, parking and stacking of trucks hauling materials to and from demolition area.

d. Any proposed traffic lane closures and transitions.

e. Location and layout of traffic cones, signing, and barricades as necessary to provide and maintain the specified number and width of vehicular lanes and pedestrian walkways.

f. Location and details of trench protection/construction area using Type II and/or Type III barricades, k-rails, etc.

g. Proposed changes (removals, relocation, or temporary installation) of:

1. Traffic signals and controllers.

2. Street and safety lighting standards.

3. Traffic signs.

4. Barricades, fence and k-railing.

5. Temporary roadway striping.

6. Flashing arrow signs.

7. Other signs and directional devices.

2. Temporary detour signing, striping and temporary traffic signals shall be furnished, installed and maintained by Contractor.

a. Traffic routing provisions shall not be construed as preventing Contractor from proceeding with mobilization of plant and equipment and placing orders for materials upon receipt of Notice to Proceed, nor shall Contractor be entitled to any delays or compensation due to "DISAPPROVED" Sequence of Operations and Traffic Routing Plans.

b. In general, if Sequence of Operations and Traffic Routing Plans comply with intent and specified details of requirements herein specified and with published County laws and regulations, they will be approved.

1.5 QUALITY ASSURANCE

A. Traffic Coordination and Supervision: In order to assure smooth, continuous flow of pedestrian and vehicular traffic, Contractor shall employ a person, subject to approval by County, who has had good and sufficient experience in traffic supervision for the type of

construction which is called for, in full compliance with all above traffic routing specifications.

1. This person shall maintain complete liaison with County for the purpose of developing and implementing requirements of above traffic routing specifications, and for their supplementation, rearrangement, or reduction.

B. Traffic Coordination with Other Contractors: Contractor, in order to maintain smooth, continuous flow of traffic, shall coordinate traffic routing work with subcontractors and other contractors, working in the same or adjacent areas, including truck traffic hauling materials and equipment.

1. All proposed traffic routing changes shall be subject to approval of County and shall be considered as revisions to the approved Sequence of Construction and Traffic Routing Plans.

C. Temporary Construction and Traffic Signs:

1. When it becomes necessary to close one or more lanes to vehicular traffic or to otherwise divert such traffic from its normal paths, Contractor shall clearly delineate temporary centerlines separating two-way traffic, and dividing lines for other temporary traffic lanes, by employing cones, barricades, flags, reflectors, and other approved methods or devices as needed.

a. Placing of devices shall commence sufficiently in advance of obstruction and cause of diverting traffic to minimize congestion and shall enable traffic to enter, traverse, and leave site of work without abrupt or unwarranted changes in direction.

b. Each temporary traffic lane shall not be less than 10 feet clear width unless otherwise specified or approved.

2. High rise warning flag units, each displaying three flags mounted at height of 9 feet, to provide advance warning for traffic approaching the Work, will be required in all cases where motorists' visibility of obstruction or path of movement is limited or obstructed.

3. Temporary signs, lights, barricades, and devices shall be in accordance with California Department of Transportation "Manual of Traffic Controls for Construction and Maintenance Work Zones," dated 1990.

4. Contractor, before starting any Work which could affect normal flow of traffic, shall furnish and install, where and as necessary or directed, and maintain, temporary signs, mounted on barricades or other suitable supports as necessary.

5. Barricades shall be provided and maintained by Contractor along and around all Work in contact with traffic, and shall not be removed until roadway is restored to County's standards and ready for use.

6. Traffic cones shall be at least twenty (20) inches in height, and when used to delineate traffic lanes or separate opposing traffic movements, shall be placed at not greater than 20 foot intervals.

7. All signs and equipment shall be installed where and as directed.

a. Signs for use at night shall be reflectorized or illuminated.

8. Temporary construction and traffic signs, lights, devices, barricades and cones, upon completion of the need therefor, shall be removed from site by Contractor as Contractor's property, unless otherwise specified or needed for protection and security of the Site. See Section 01500.

9. Contractor shall, as a minimum, provide at the site and have immediately available, the following signs and equipment.

a. Barricades as required by Section 21,400 of the California State Vehicle Code and as specified in the State of California's Department of Transportation "Manual of Traffic Controls for Construction and Maintenance Work Zones", dated 1990, in a sufficient number to safeguard the public and the Work.

b. "TOW-AWAY, NO STOPPING" signs as hereinbefore specified.

c. Traffic cones to delineate traffic lanes as required to guide and separate traffic movements.

d. Number of signs given below are approximate. Actual number of signs to be placed, shall be as indicated on approved Traffic Routing Plans.

1. Four high level warning flag units, placed in advance of traffic approaching the Work, each displaying three flags mounted at a minimum height of nine (9) feet.

2. Four "ROAD CONSTRUCTION AHEAD" signs, code C18, size 48" x 48", placed in conspicuous locations in advance of the Work, facing approaching traffic, as needed and as approved on the Sequence of Construction and Traffic Routing Plans.

3. Four "SIDEWALK CLOSED, USE OTHER SIDE" signs, size 36" x 18", placed at ends of sidewalks to be closed, as needed and as approved on the Sequence of Construction and Traffic Routing Plans.

4. Two flashing arrow signs, Type II conforming to Section 1203.03 of Caltrans Standard Specifications, dated January 1988, placed as needed and as approved on the Sequence of Construction and Traffic Routing Plans.

5. Two "LEFT/RIGHT LANE CLOSED AHEAD" signs, code C20 (LT/RT), 48" x 48", placed as needed and as approved on the Sequence of Construction and Traffic Routing Plans.

6. Any other signs, placed as needed and as approved on the Sequence of Construction and Traffic Routing Plans.

e. Signs and equipment shall conform to requirements of "California Manual on Uniform Traffic Control Devices (MUTCD)" published by the State of California Department of Transportation, dated 1996, including updates; and County standards.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 015723

TEMPORARY STORM WATER POLLUTION CONTROL

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. Preventing pollution of storm water run-off from construction site by keeping pollution out of storm drains, reducing exposure and discharge of materials and wastes to storm water, and by reducing erosion and sedimentation. Storm drains discharge run-off to creeks and the Bay without treatment.

B. Related Sections:

1. Section 015000 – Temporary Facilities and Controls

2. Section 017419 – Construction Waste Management and Disposal

3. Section 017300 – Execution

1.2 QUALITY ASSURANCE

A. For sites of any size or projects involving grading or ground disturbance, the provisions of this section shall apply. In addition to these standards, Contractor shall comply with the Erosion Control Ordinance for the City and/or County where the project is located and with pertinent requirements of other government agencies having jurisdiction over this work.

B. For sites over one (1) acre in size Contractor shall comply with the State Water Resources Control Board, Order No. 99-08-DWQ, National Pollutant Discharge Elimination System, known as the General Permit (Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity). The Storm Water Pollution Prevention Plan (SWPPP) shall conform to State and Regional Water Quality Control criteria. Contractor shall provide the Storm Water Pollution Prevention Plan within ten (10) working days of the approval of the contract, to County, at no additional cost. The plan shall include a Water Pollution Control program that clearly shows Water Pollution Control measures that will be implemented in tandem with the construction progress schedule and Water Pollution Control maintenance work. Contractor shall be responsible for penalties assessed or levied on Contractor or County as a result of Contractor's failure to comply with the provisions of this section or the requirements of the General Permit and Federal, State and local regulations and all requirements that govern Contractor's operations regarding storm water and non-storm water discharges.

C. Contractor shall allow ten (10) working days for County to review the Storm Water Pollution Prevention Plan. If revisions are required, as determined by County, Contractor shall submit a revised plan within ten (10) days. No Clearing and Grubbing work shall be allowed until the SWPPP has been approved by County.

D. The Storm Water Pollution Prevention Plan shall include a Water Pollution Control Plan that graphically indicates where Water Pollution Control measures and temporary erosion control work will be used year round and during all phases of construction. Updated and revised plans shall be submitted no later than August 1 of any year and shall be updated, revised and submitted by the first day of each month thereafter until and including March 31 of the following year. From April 1 to July 31, updates, revisions and number of submittals will be determined by County. The updated plan shall indicate any new construction work and the addition of any new temporary erosion control or slope protection facilities added or upgraded to accommodate the new earthwork.

E. The Storm Water Pollution Prevention Plan and Water Pollution Control Program shall be updated and revised whenever there is a proposed change in construction or operations which may affect the site drainage patterns or discharge of pollutants to surface waters, groundwaters, or a separate municipal storm sewer system. The change will be recorded by amending (updating) the SWPPP in accordance with the provisions of SWPPP amendment which includes revisions to the Water Pollution Control program and graphic changes to the Water Pollution Control Plan.

F. The Storm Water Pollution Prevention Plan shall include a site map which shall be a combination of the contract drainage, stage construction, and contour grading plans shown at either full or reduced size. Geometric equations, notes, details and all data non-related to Water Pollution Control work shall be removed to improve clarity. A copy of the contract plans shall be used as a base sheet with the pertinent stage of construction drawn in as an overlay. The intent of this combination of plans is to accurately show site conditions at various phases of construction.

G. A copy of the Storm Water Pollution Prevention Plan, together with updates, revisions and amendments shall be kept at the construction site. At the request of County, Contractor shall furnish up to five (5) copies of the SWPPP for distribution.

1.3 GENERAL REQUIREMENTS

A. Comply with Section 01505 – Construction Waste Management.

B. The following general requirements shall be met on all projects within County.

1. Non-Hazardous Material/Waste Management

a. Designated Area: Propose designated areas of the project site, for approval by County Representative, suitable for material delivery, storage, and waste collection that, to the maximum extent practicable,

are near construction entrances and away from catch basins, gutters, drainage courses, and creeks.

b. Granular Material:

1. Store granular material at least ten feet away from basin and curb returns.

2. Do not allow granular material to enter the storm drains or creeks.

3. When rain is forecast within twenty-four (24) hours or during wet weather, County Representative may require Contractor to cover granular material with sandbags.

c. Dust Control: Use reclaimed water to control dust on a daily basis or as required by County Representative.

d. Cleaning Paved Storage Areas: Thoroughly clean all on-site paved areas used for storage of materials or otherwise utilized or involved during the work immediately after the materials are removed from storage. Cleaning shall be accomplished by sweeping and not with use of water.

e. Recycling:

1. To the extent practicable, recycle aggregate base material, asphalt concrete, and Portland cement concrete as described in these Specifications.

2. In addition, to the maximum extent practicable, reuse or recycle any useful construction materials generated during the project.

f. Disposal:

1. Maintain the project site in a clean and orderly manner at all times. To the extent practicable, Contractor shall collect scrap, debris, and waste material, and dispose of such materials properly. County Representative may require Contractor to clean and dispose of such materials at any time should the situation, in his/her opinion, constitute a danger.

2. Inspect dumpsters for leaks and contact trash hauling contractors to replace or repair dumpsters that leak.

3. Do not discharge water on-site from cleaning dumpsters.

4. Arrange waste collection before dumpsters overflow.

2. Hazardous Material/Waste Management

a. Storage:

1. Label and store all hazardous materials, such as pesticides, paints, thinners, solvents, and fuels; and all hazardous wastes, such as waste oil and antifreeze; in accordance with the Sonoma County Hazardous Materials Storage Ordinance and all applicable State and Federal regulations.

2. Store all hazardous materials and all hazardous wastes in accordance with secondary containment regulations, and it is recommended that these materials and waste be covered, as needed, to avoid potential management of collected rainwater as a hazardous waste.

3. Keep an accurate, up-to-date inventory, including Material Safety Data Sheets (MSDS), of hazardous materials and hazardous wastes stored on-site, to assist emergency response personnel in the event of a hazardous materials incident.

b. Usage:

1. When rain is forecast within twenty-four (24) hours or during wet weather, County Representative may inform Contractor cannot apply chemicals in outside areas.

2. Do not over apply pesticides or fertilizers and shall follow material manufacturer's instructions regarding uses, protective equipment ventilation, flammability, and mixing of chemicals. Over-application of a pesticide constitutes a "label violation" subject to an enforcement action by the Sonoma County Agriculture Department.

c. Disposal:

1. Arrange for regular hazardous waste collection to comply with time limits on storage of hazardous waste.

2. Dispose of hazardous waste only at authorized and permitted Treatment, Storage, and Disposal Facilities, and use only licensed hazardous waste haulers to remove the waste off-site, unless quantities to be transported are below applicable threshold limits for transportation specified in State and Federal regulations.

3. Spill Prevention and Control:

a. Keep a stockpile of spill cleanup materials, such as rags, or absorbents, readily accessible on-site.

b. Immediately contain and prevent leaks and spills from entering storm drains, and properly clean up and dispose of the waste and clean up

materials. If the waste is hazardous, Contractor shall handle the waste as described in Section A.2.c above.

c. Do not wash any spilled material into streets, gutters, storm drains, or creek and shall not bury spilled hazardous materials.

d. Report any hazardous materials spill to Sonoma County Department of Environmental Health, and to County's Representative.

4. Vehicle/Equipment Cleaning:

a. Do not perform vehicle or equipment cleaning on-site or in the street using soaps, solvents, degreasers, steam cleaning equipment, or equivalent methods.

b. Perform vehicle or equipment cleaning, with water only, in a designated, beamed area that will not allow rinse water to run off-site or into streets, gutters, storm drains, or creeks.

5. Vehicle/Equipment Maintenance and Fueling:

a. Do not perform maintenance and fueling of vehicles or equipment in a designated, beamed area a drip pan will not allow run-on of storm water or run-off spills.

b. Use secondary containment such as a drip pan to catch leaks or soils and time that vehicle or equipment fluids are dispensed, changed, or poured.

c. Keep a stockpile of spill cleanup materials, such as rags or absorbents, readily accessible on-site.

d. Clean up leaks and spills of vehicle or equipment fluids immediately and dispose of the waste and cleanup materials as hazardous waste, as described in Section A.2.c above.

e. Do not wash any spilled material into streets, gutters, storm drains, or creeks and shall not bury spilled hazardous materials.

f. Report any hazardous materials spill to Sonoma County Department of Environmental Health and County's Representative.

g. Inspect vehicle and equipment arriving on-site for leaking fluids and shall promptly repair leaking vehicles and equipment. Drip pans shall be used to catch leaks until repair is made.

h. Recycle waste oil and antifreeze, to the maximum extent practicable.

i. Comply with Federal, State, County and City requirements for above ground storage tanks.

6. Contractors Training and Awareness:

a. Train all employees/subcontractors on the storm water pollution prevention requirements contained in these Specifications.

b. Inform subcontractors of the storm water pollution prevention contract requirements and include appropriate subcontract provisions to ensure that these requirements are met.

c. Post warning signs in areas treated with chemicals.

d. Paint new catch basins, constricted as part of the project with a "No Dumping" stencil.

1.4 ACTIVITY–SPECIFIC REQUIREMENTS

A. The following activity-specific requirements shall be met on all projects within County that include the listed activities.

1. Paving Operations:

a. Project Site Management:

1. When rain is forecast within twenty-four (24) hours or during wet weather, County Representative may prevent Contractor from paving or placing concrete.

2. County Representative may require Contractor to protect drainage courses by using control measure, such as filter fabric, waddles, and sand bags, to divert runoff or trap and filter sediment.

3. Cover drip pans or absorbent material under paving equipment when not in use.

4. Cover catch basins and manholes when paving or applying seat coat, tack coat, slurry seal, or fog seal.

5. If the paving operation includes an on-site mixing plant, Contractor shall comply with Sonoma County General Industrial Activities Storm Water Permit requirements.

b. Paving Waste Management: Do not sweep or wash down excess sand (placed as part of a sand seal or to absorb excess oil) into gutters, storm drains, or creeks. Instead, either collect the sand or return it to the stockpile, or dispose of it in a trash container. Do not use water to wash down fresh asphalt concrete pavement.

2. Saw Cutting:

a. During saw cutting, cover or barricade catch basins using control measures, such as filter fabric, waddles, sand bags, and fine gravel dams, to keep slurry out of the catch basin.

b. Sanitary and Storm Drain Systems: When protecting a catch basin, ensure that the entire opening is covered.

c. Shovel, absorb, or vacuum saw cut slurry and pick up the waste before moving to the next location or at the end of each working day, whichever is sooner.

d. If saw cut slurry enters catch basins, remove the slurry from the storm drain system immediately.

3. Contaminated Soil Management:

a. On all projects involving grading or excavation, look for contaminated soil as evidenced by site history, discoloration, odor, differences in soil properties, abandoned underground tanks or pipes, or buried debris. If the project is not within an area of known soil contamination and no evidence of soil contamination is found, then testing of the soil shall only be required if directed by County Representative. Follow Section 007200 if contamination is found.

b. If the project is within an area of known soil contamination or evidence of soil contamination is found, then soil from grading or excavation operations shall be tested. The soil shall be managed as required by the following agency: Sonoma County Department of Environmental Health.

c. If the project is found to be within an area of soil contamination not identified by County in the project specifications, a change order shall be negotiated to cover additional work performed by Contractor.

4. Concrete, Grout and Mortar Waste Management:

a. Material Management: Concrete, grout and mortar; store and keep covered away from drainage areas and ensure that these materials do not enter the storm drain system.

b. Concrete Truck/Equipment Wash Out:

1. Do not wash out concrete trucks or equipment into streets, gutters, storm drains, or creeks.

2. Perform wash out of concrete trucks or equipment off-site or in designated area on-site where the water will flow onto dirt or into a temporary pit in a dirt area. Let the water percolate into the soil and dispose of the hardened concrete in a trash

container. If a suitable dirt area is not available, then collect the wash water and remove it off-site.

c. Exposed Aggregate Concrete Wash Water:

1. Avoid creating runoff by draining water from washing of exposed aggregate concrete to a dirt area. If a suitable dirt area is not available, then Contractor shall filter the wash water through straw bales or equivalent material before discharging to the storm drain.

2. Collect and return sweepings from exposed aggregate concrete to a stockpile or dispose of the waste in a trash container.

5. Painting:

a. Painting Cleanup:

1. Designated Area:

a. Conduct cleaning of painting equipment and tools in a designated area that will not allow run-on of storm water or run-off of spills.

b. Contractor shall not allow wash water from cleaning of painting equipment and tools into streets, gutters, storm drains, or creeks.

2. Water-Based Paint:

a. Contractor shall remove as much excess paint as possible from brushes, rollers, and equipment before starting cleanup.

b. To the maximum extent practicable, Contractor shall dispose of wash water from aqueous cleaning of equipment and tools to the sanitary sewer.

c. Otherwise, Contractor shall direct wash water onto dirt area and spade in.

3. Oil-Based Paint:

a. Contractor shall remove as much excess paint as possible from brushes, rollers and equipment before starting cleanup.

b. To the maximum extent practicable, Contractor shall filter paint thinner and solvents for reuse.

c. Contractor shall dispose of waste thinner and solvent, and sludge from cleaning of equipment and tools as hazardous waste, as described in Section A.2.c above.

6. Material/Waste Management:

a. Store paint, solvents, chemicals, and waste materials in compliance with the Sonoma County Hazardous Materials Storage Ordinances and all applicable State and Federal regulations. Store these materials in a designated area that will not allow run-on of storm water or run-off of spills.

b. Dispose of excess thinners, solvents, oil and water based paint as hazardous waste.

c. Dispose of dry, empty paint cans, buckets, old brushes, rollers, rags, and drop cloths in the trash.

7. Earthwork: Maximize the control of erosion and sediment by using the BMP's for erosion and sedimentation in the California Storm Water Best Management Practice Handbook-Construction Activity.

PART 2 PRODUCTS – Not used

PART 3 EXECUTION – Not used

END OF SECTION

SECTION 016000

PRODUCT REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. 1.2 PRODUCTS

B. 1.3 PRODUCT OPTIONS AND SUBSTITUTIONS

C. 1.4 PRODUCT DELIVERY REQUIREMENTS

D. 1.5 PRODUCT STORAGE AND HANDLING

1.2 PRODUCTS

A. Products: New material, machinery, components, equipment, fixtures, and systems forming the Work. Does not include machinery and equipment used for preparation, fabrication, conveying, and erection of the Work. Products may also include existing materials or components required for reuse.

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

C. For similar components, provide interchangeable components of the same manufacturer.

1.3 PRODUCT OPTIONS AND SUBSTITUTIONS

A. Summary:

1. This Paragraph describes procedures for selecting products and requesting substitutions of unlisted materials in lieu of materials named in the Specifications or approved for use in Addenda that were not already the subject of a Document 002600 (Procurement Substitution Request Form) submittal as provided in Document 002113 (Instructions to Bidders).

B. Contractor's Options:

1. For products specified only by reference standard: Select any product meeting that standard.

2. For products specified by naming one or more products or manufacturers:

a. Select products of any named manufacturer meeting Specifications.

b. If product becomes unavailable due to no fault of Contractor, submit Request for Substitution (RFS), including all information contained in this Section 016000 and a fully executed Document 002600 (Procurement Substitution Request Form), but using the term ”Contractor” each place the term ”Bidder” appears in that form.

C. Substitutions:

1. Except as provided in Document 002113 (Instructions to Bidders) with respect to “or Approved Equal” items, County will consider Contractor’s substitution requests only when product becomes unavailable due to no fault of Contractor or if the product specified no longer complies with local regulations or laws. Requests for review of proposed substitute items will not be accepted from anyone other than Contractor. The RFS shall state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice Contractor’s achievement of Substantial Completion on time, and whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with County for work on the Project).

2. Submit separate RFS (and four (4) copies) for each product and support each request with:

a. Product identification

b. Manufacturer’s literature

c. Samples, as applicable

d. Name and address of similar projects on which product has been used, and dates of installation

e. Name, address, and telephone number of manufacturer’s representative or sales engineer

f. For construction methods: Detailed description of proposed method; drawings illustrating methods

3. Where required, itemize a comparison of the proposed substitution with product specified and list significant variations including, but not limited to dimensions, weights, service requirements, and functional differences. If variation from product specified is not pointed out in submittal, variation will be rejected even though submittal was favorably reviewed. Identify all variations of the proposed substitute from that specified in the RFS and indicate available maintenance, repair, and replacement service.

4. State whether the substitute will require a change in any of the Contract Documents (or provisions of any other direct contract with County for work on the Project) to adapt the design of the proposed substitute, and whether or not incorporation or use of the substitute in connection with Work is subject to payment of any license fee or royalty. Submit data relating to changes in construction schedule.

5. Include accurate cost data comparing proposed substitution with product and amount of net change in Contract Sum including, but not limited to, an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by County in evaluating the proposed substitute. County may require Contractor to furnish additional data about the proposed substitute.

6. County will not consider substitutions for acceptance (or, in County's sole discretion, County may make Contractor solely responsible for all resulting costs, expenses and other consequences) when a substitution:

a. Results in delay meeting construction Milestones or completion dates

b. Is indicated or implied on submittals without formal request from Contractor

c. Is requested directly by Subcontractor or supplier

d. Acceptance will require substantial revision of Contract Documents

e. Disrupts Contractor's job rhythm or ability to perform efficiently

7. Substitute products shall not be ordered without written acceptance of County.

8. County will determine acceptability of proposed substitutions and reserve right to reject proposals due to insufficient information.

9. All Contract Document requirements apply to Work involving substitutions.

D. Contractor's Representation and Warranty:

1. Contractor's RFS constitutes a representation and warranty that Contractor:

a. Has investigated proposed product and determined that it meets or exceeds, in all respects, specified product.

b. Will provide the same warranty for substitution as for specified product.

c. Will coordinate installation and make other changes that may be required for Work to be complete in all respects.

d. Waives claims for additional costs which may subsequently become apparent.

e. Will compensate County for additional redesign costs associated with substitution.

f. Will be responsible for Construction Schedule slippage due to substitution.

g. Will be responsible for Construction Schedule delay due to late ordering of available specified products caused by requests for substitution that are subsequently rejected by County.

h. Will compensate County for all costs; including extra costs of performing Work under Contract Documents, extra cost to other contractors, and any claims brought against County, caused by late requests for substitutions or late ordering of products.

E. County's Duties:

1. Review Contractor's RFS with reasonable promptness.

2. Notify Contractor in writing of decision to accept or reject requested substitution.

F. Administrative Requirements:

1. Specified products, materials, or systems for Project may include engineering or on-file standards required by the regulatory agency. Contractor's substitution of products, materials or systems may require additional engineering, testing, reviews, approvals, assurances, or other information for compliance with regulatory agency requirements or both. Provide all agency approvals or other additional information required and pay additional costs for required County services made necessary by the substitution at no increase in Contract Sum or Contract Time, and as a part of substitution proposal.

1.4 PRODUCT DELIVERY REQUIREMENTS

A. Deliver products in accordance with manufacturer's instructions.

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

1.5 PRODUCT STORAGE AND HANDLING

A. Store products only in staging area per provisions of Section 011000 (Summary).

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

C. For exterior storage of fabricated products, place on appropriate supports, above ground.

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

E. Store loose granular materials on solid flat surfaces in a well-drained area.

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

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

PART 2 PRODUCTS – Not Used

PART 3 EXECUTION – Not Used

END OF SECTION

SECTION 017123

FIELD ENGINEERING

PART 1 – GENERAL

1.1 SECTION INCLUDES

A. Section Includes: Field engineering for the Work.

1. Layout and install all Work to lines and grades in accordance with Contract Documents.

2. Employ a civil engineer or land surveyor to establish building lines and elevations, check structural framework, and establish on the structural frame the required basic grid lines from which the Work shall be laid out.

B. Related Sections:

1. Section 017839 – Project Record Documents: Documentation of Project layout and site conditions.

1.2 QUALIFICATIONS OF SURVEYOR OR ENGINEER

A. Surveyor or civil engineers shall be licensed in the State of California.

1.3 SURVEY REFERENCE POINTS

A. Basic horizontal and vertical control points for the Project will be furnished by County.

B. Locate and protect control points prior to beginning Work; preserve all permanent reference points throughout construction operations.

1. Do not change reference points without prior written notice to County.

2. Report to County when any reference point has been lost, destroyed, or requires relocation because of necessary changes in grades or locations.

3. Require engineer or surveyor to replace control points which may be lost or destroyed; base replacements on original survey control.

1.4 PROJECT SURVEY REQUIREMENTS

A. Establish lines and levels, locate, and lay out:

1. Site improvements:

a. Stakes for grading and fill placement.

b. Utility slopes and invert elevations.

c. Driveways and parking lots.

2. Batter boards for structures.

3. Building foundations, column locations, and floor levels.

B. Verify layouts as Work proceeds to assure compliance with required lines, levels, and tolerances.

1.5 RECORDS

A. Maintain a complete, accurate log of all control and survey work as it progresses. Record deviations from required lines and levels, and advise County when deviations are detected that exceed indicated or recognized tolerances. Record deviations that are accepted and not corrected on the Project record drawings.

B. On completion of foundation walls and major site improvements, prepare a certified survey drawing showing all dimensions, locations, angles, and elevations of construction.

1.6 SUBMITTALS

A. Submit to County certificate signed by the engineer or surveyor certifying that elevations and locations of improvements are in accordance with Contract Documents.

B. Submit the certified survey drawing on a reproducible Mylar with two prints to County for incorporation into the Record Drawing sets.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 017300

EXECUTION

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:

1. Construction layout.

2. Field engineering and surveying.

3. Installation of the Work.

4. Cutting and patching.

5. Coordination of Owner-installed products.

6. Progress cleaning.

7. Starting and adjusting.

8. Protection of installed construction.

B. Related Requirements:

1. Section 011000 (Summary) for limits on use of Project site.

2. Section 013300 (Submittal Procedures) for submitting surveys.

3. Section 017700 (Closeout Procedures) for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

4. Section 024119 (Selective Demolition) for demolition and removal of selected portions of the building.

5. Section 078413 (Penetration Fire Stopping) for patching penetrations in fire-rated construction.

1.3 DEFINITIONS

A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.

B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For [land surveyor] [professional engineer].

B. Certificates: Submit certificate signed by [land surveyor] [professional engineer] certifying that location and elevation of improvements comply with requirements.

C. Cutting and Patching Plan: Submit plan describing procedures at least (10) ten days prior to the time cutting and patching will be performed. Include the following information:

1. Extent: Describe reason for and extent of each occurrence of cutting and patching.

2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building appearance and other significant visual elements.

3. Products: List products to be used for patching and firms or entities that will perform patching work.

4. Dates: Indicate when cutting and patching will be performed.

5. Utilities and Mechanical and Electrical Systems: List services and systems that cutting and patching procedures will disturb or affect. List services and systems that will be relocated and those that will be temporarily out of service. Indicate length of time permanent services and systems will be disrupted.

a. Include description of provisions for temporary services and systems during interruption of permanent services and systems.

D. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.

E. Certified Surveys: Submit two (2) copies signed by [Title Page] [Title Page].

F. Final Property Survey: Submit ten (10) copies showing the Work performed and record survey data.

1.5 QUALITY ASSURANCE

A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.

B. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.

1. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection.

2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Operational elements include:

a. Primary operational systems and equipment.

b. Fire separation assemblies.

c. Air or smoke barriers.

d. Fire-suppression systems.

e. Mechanical systems piping and ducts.

f. Control systems.

g. Communication systems.

h. Fire-detection and -alarm systems.

i. Conveying systems.

j. Electrical wiring systems.

k. Operating systems of special construction.

3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Other construction elements include, but are not limited to, the following:

a. Water, moisture, or vapor barriers.

b. Membranes and flashings.

c. Exterior curtain-wall construction.

d. Sprayed fire-resistive material.

e. Equipment supports.

f. Piping, ductwork, vessels, and equipment.

g. Noise- and vibration-control elements and systems.

4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

C. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

D. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

PART 2 – PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Sections.

1. For projects requiring compliance with sustainable design and construction practices and procedures, use products for patching that comply with requirements in Section 018113.13 (Sustainable Design Requirements - LEED for New Construction and Major Renovations), Section 018113.16 (Sustainable Design Requirements - LEED for Commercial Interiors), Section 018113.19 (Sustainable Design Requirements - LEED for Core and Shell Development), and Section 018113.23 (Sustainable Design Requirements - LEED for Schools).

B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.

1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials.

PART 3 – EXECUTION

3.1 EXAMINATION

A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning site work, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.

1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.

2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.

2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.

3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.

C. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:

1. Description of the Work

2. List of detrimental conditions, including substrates

3. List of unacceptable installation tolerances

4. Recommended corrections

5. Proceed with installation only after unsatisfactory conditions have been corrected; Proceeding with the Work indicates acceptance of surfaces and conditions

3.2 PREPARATION

A. Existing Utility Information: Furnish information to [local utility] and [Owner] that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.

B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect according to requirements in Section 013100 (Project Management and Coordination).

3.3 CONSTRUCTION LAYOUT

A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect and Construction Manager promptly.

B. General: Engage a [land surveyor] [professional engineer] to lay out the Work using accepted surveying practices.

1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.

2. Establish limits on use of Project site.

3. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.

4. Inform installers of lines and levels to which they must comply.

5. Check the location, level and plumb, of every major element as the Work progresses.

6. Notify Architect and Construction Manager when deviations from required lines and levels exceed allowable tolerances.

7. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.

C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.

D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.

E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect and Construction Manager.

3.4 FIELD ENGINEERING

A. Identification: Owner will identify existing benchmarks, control points, and property corners.

1. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.

2. Do not change or relocate existing benchmarks or control points without prior written approval of Architect or Construction Manager. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Architect and Construction Manager before proceeding.

3. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.

B. Benchmarks: Establish and maintain a minimum of two (2) permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.

1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.

2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.

3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.

C. Certified Survey: On completion of foundation walls, major site improvements, and other work requiring field-engineering services, prepare a certified survey showing dimensions, locations, angles, and elevations of construction and site work.

D. Final Property Survey: Engage a [land surveyor] [professional engineer] to prepare a final property survey showing significant features (real property) for Project. Include on the survey a certification, signed by [land surveyor] [professional engineer], that principal metes, bounds, lines, and levels of Project are accurately positioned as shown on the survey.

1. Show boundary lines, monuments, streets, site improvements and utilities, existing improvements and significant vegetation, adjoining properties, acreage, grade contours, and the distance and bearing from a site corner to a legal point.

2. Recording: At Substantial Completion, have the final property survey recorded by or with authorities having jurisdiction as the official "property survey."

3.5 INSTALLATION

A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.

1. Make vertical work plumb and make horizontal work level.

2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.

3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.

4. Maintain minimum headroom clearance of ninety-six (96) inches (2440 mm) in occupied spaces and ninety (90) inches (2300 mm) in unoccupied spaces.

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.

F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.

1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.

2. Allow for building movement, including thermal expansion and contraction.

3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.6 CUTTING AND PATCHING

A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.

C. Temporary Support: Provide temporary support of work to be cut.

D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

E. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching according to requirements in Section 011000 (Summary).

F. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to [minimize] [prevent] interruption to occupied areas.

G. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.

2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.

3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.

4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.

5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.

6. Proceed with patching after construction operations requiring cutting are complete.

H. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.

2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.

a. Clean piping, conduit, and similar features before applying paint or other finishing materials.

b. Restore damaged pipe covering to its original condition.

3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.

a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.

4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.

5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weather tight condition and ensures thermal and moisture integrity of building enclosure.

I. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.7 OWNER-INSTALLED PRODUCTS

A. Site Access: Provide access to Project site for Owner's construction personnel.

B. Coordination: Coordinate construction and operations of the Work with work performed by Owner's construction personnel.

1. Construction Schedule: Inform Owner of Contractor's preferred construction schedule for Owner's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify Owner if changes to schedule are required due to differences in actual construction progress.

2. Preinstallation Conferences: Include Owner's construction personnel at preinstallation conferences covering portions of the Work that are to receive Owner's work. Attend preinstallation conferences conducted by Owner's construction personnel if portions of the Work depend on Owner's construction.

3.8 PROGRESS CLEANING

A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.

1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.

2. Do not hold waste materials more than seven (7) days during normal weather or three (3) days if the temperature is expected to rise above 80 degrees F (27 degrees Celsius).

3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

a. Use containers intended for holding waste materials of type to be stored.

4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.

B. Site: Maintain Project site free of waste materials and debris.

C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.

1. Remove liquid spills promptly.

2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 015000 (Temporary Facilities and Controls). Section 017419 (Construction Waste Management and Disposal).

H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

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

3.9 STARTING AND ADJUSTING

A. Coordinate startup and adjusting of equipment and operating components with requirements in Section 019113 (General Commissioning Requirements).

B. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.

C. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.

D. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

E. Manufacturer's Field Service: Comply with qualification requirements in Section 014000 (Quality Requirements).

3.10 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

B. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION

SECTION 017419

CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes: Administrative and procedural requirements for diversion of construction and demolition debris from landfill, including salvaging, recycling, and disposing of nonhazardous demolition and construction waste.

1. Contractor shall minimize factors that contribute to waste, such as over-packaging, improper storage, ordering error, poor planning, breakage, mishandling, and contamination.

2. Of the inevitable waste that is generated, as many of the waste materials as economically feasible shall be reused, salvaged, or recycled. Waste disposal in landfills shall be minimized.

1.2 REFERENCES

A. Sonoma County Waste Management Agency: Contact the Sonoma County Eco-Desk at (707)-565-3375 or www.recyclenow.org for copies of the following:

1. Builder's Guide to Re-Use and Recycling.

2. Sonoma County Recycling Guide, Latest Edition.

1.3 DEFINITIONS

A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, or renovation operations. Construction waste includes packaging. Land clearing debris including soil, vegetation, and rocks are not to be included.

B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.

C. Divert: To use material for any purpose other than disposal in a landfill.

D. Salvage: Recovery of demolition or construction waste for subsequent incorporation into the Work or for turnover to the County.

1.4 PERFORMANCE REQUIREMENTS

A. Diversion/Recycling Goals: The County's Green Building Policy for Public Construction Projects requires at least seventy-five percent (75%) of all demolition and construction waste be diverted from landfill.

1. Demolition Waste:

a. Asphaltic concrete paving

b. Concrete

c. Concrete reinforcing steel

d. Concrete masonry units

e. Brick and ceramic tile

f. Wood framing lumber including studs, joists, posts, beams and girders

g. Plywood, oriented strand board, and wood paneling

h. Metals, including galvanized and painted steel, stainless steel, iron, aluminum, copper, zinc, lead, brass, bronze, bolts, hangers, anchors, and metal used in suspended ceilings

i. Sheet metal including metal studs, light gage metal framing, flashings, counter flashings, gutters, downspouts, and other sheet metal fabrications

j. Wood doors, hollow metal doors and hollow metal frames

k. Door hardware

l. Aluminum windows and storefront framing

m. Acoustical ceiling panels and tiles

n. Carpet and carpet pad

o. Plumbing items including metal pipe, valves, sprinklers, supports and hangers

p. Porcelain and cast iron toilets and sinks

q. Mechanical items including equipment, ductwork, supports and hangers

r. Refrigerant from HVAC units and compressors

s. Electrical items including conduit, copper wiring, boxes, lighting fixtures, switchgear, and panelboards

t. Plastic film including shrink wrap and bags, stretch wrap, construction films and lumber wrap

u. Clean dry unpainted drywall, gypsum, sheetrock

2. New Construction Waste:

a. Asphaltic concrete

b. Portland cement concrete and cement plaster

c. Concrete unit masonry, mortar, and grout

d. Wood products, including clean dimensional wood, palette wood, plywood, OSB, and particle board

e. Metals, including galvanized and primed steel, stainless steel, iron, aluminum, copper, zinc, lead, brass, and bronze. Uses include, but are not limited to miscellaneous metals, rebar, piping, conduit, hangers, supports, fasteners, etc.

f. Sheet metals including galvanized steel, stainless steel, aluminum, and copper. Uses include, but are not limited to ductwork, flashings, counterflashing, gutters, downspouts, hangers, supports, banding, etc.

g. Roofing

h. Packaging, including paper, cardboard, boxes, wood crates and pallets, metal banding, polystyrene packaging, and bubble wrap

i. Plastic film including shrink wrap and bags, stretch wrap, construction films and lumber wrap

j. Clean dry unpainted drywall, gypsum, sheetrock

1.5 SUBMITTALS

A. Waste Reduction Submittals:

1. Records of Donations and Sales: Indicate receipt and acceptance for salvageable waste donated or sold to individuals and organizations. Indicate whether organization is tax exempt.

2. Recycling Facility Records: Indicate receipt and acceptance of salvageable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

3. Landfill Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices

4. Maintain log of each load, of each category item diverted from landfill. Log in separately debris sent to a Class III landfill and materials sent to recycling facilities (See example in this Section).

a. Include in log the type of load, load weight, name of hauling service, recycling service or landfill, and date accepted by recycling service or by landfill.

b. County reserves the right to audit the log at any time; retain and make available all weight tickets, copies of receipts, and invoices.

c. Units of Measure: Calculate quantities and convert volume measurements to weights in accordance with the Conversion Rates Table in this Section.

1.6 QUALITY ASSURANCE

A. Recycling Company Qualifications: Recycling companies shall meet any of the following:

1. Recycling service provider contracted by Sonoma County to provide recycling services at the County landfill disposal site.

2. Any recycling service that will certify in writing that accepted waste will be diverted from landfill, not dumped illegally, or dumped at sea.

B. Waste Management Meetings: Include Construction Waste Management on the agenda of meetings. Meetings shall include all subcontractors affected by the Diversion/Recycling Goals. At a minimum, discuss waste management goals and issues at the preconstruction meeting and at periodic jobsite meetings.

1. Review requirements for documenting quantities of each type of waste and its disposition.

2. Review procedures for materials separation and verify availability of containers and bins needed to avoid delays.

3. Review procedures for periodic waste collection and transportation to recycling and disposal facilities.

4. Review waste management requirements for each trade.

PART 2 PRODUCTS

2.1 SALVAGE MATERIALS

A. General:

1. Clean salvaged items. Pack or crate items after cleaning. Identify contents of containers.

2. Store items in a secure area until delivery to County or until re-installation.

3. Protect items from damage during transport and storage.

B. Salvaged Items for County's Use: Transport items to County's storage area designated by County's Representative. Salvage the following items for turnover to County:

1. Door hardware.

2. Light fixtures.

C. Salvaged Items for Reuse in the Work: Install salvaged items to comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make items functional for use indicated. Salvage the following items for reuse:

1. Doors.

2. Door hardware.

PART 3 EXECUTION

3.1 PREPARATION

A. General: Provide handling, containers, storage, and transportation as required to implement waste management goals during entire duration of the Contract.

B. Site Access and Temporary Controls:

1. Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

2. Comply with Section 015000 (Temporary Facilities and Controls) for controlling dust and dirt, environmental protection, and noise.

3.2 RECYCLING DEMOLITION AND CONSTRUCTION WASTE

A. Recycling Receivers and Processors: Refer to Sonoma County Recycling Guide, and "Builder's Guide to Re-Use and Recycling" for a list of recycling receivers and processors in Sonoma County. These resources are provided to the Contractor for information only and are not intended to limit the Contractor's means or methods for achieving the goal of diversion of waste material from landfill.

B. Recycling Incentive: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste material shall accrue to Contractor.

C. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical.

1. Provide appropriately marked containers or bins for controlling recyclable waste until they are removed from the Project site. Include list of acceptable and unacceptable materials at each container and bin.

2. Stockpile recyclable materials on site without interfering with other materials.

3. Designate a specific area or areas on site to facilitate separation of materials. Clearly mark bins for each category of waste.

4. Keep waste bins and pile areas neat and clean. Do not contaminate non-recyclable waste with materials designated for reuse or recycling.

5. Remove recyclable waste off County's property and transport to recycling receiver or processor.

D. Environmental Controls during Handling, Storage, and Transport: Do not permit designated materials to become contaminated or to contaminate site or surrounding areas.

E. Provide temporary protections to prevent water runoff which has been contaminated by recycled materials from entering storm water drainage system

3.3 HAZARDOUS WASTE

A. Hazardous Waste: Separate, store, and dispose of hazardous waste according to State regulations.

1. Hazardous waste disposal information can be obtained from the Sonoma County Eco-Desk at 707-565-3375, or at www.recyclenow.org.

2. Keep all shipping manifests and make available to the County's Representative for auditing upon request.

3. Special wastes requiring Class II landfill disposal are considered hazardous waste, including, but not limited to:

a. Contaminated soil.

b. Treated wood.

c. Asbestos and asbestos-containing materials.

d. PCBs used in transformers and light fixture ballasts.

4. Deliver to a recycler the following mercury-containing products:

a. Fluorescent lamps.

b. High-pressure sodium lamps.

c. Mercury vapor lamps.

d. Mercury-containing thermostats and switches.

e. Metal halide lamps.

f. Neon lamps.

CONVERSION RATES TABLE

The following conversion rates are estimates. The ranges vary widely, depending on how the materials are handled (compacted, loose, chipped, etc.). Use the conversion factors and receipts from previous projects to help you estimate the potential amount of materials and waste. Take into consideration the type and load of vehicles that will be used to haul the materials.

Ask your hauler or recycler to assist you in estimating these numbers.

Material	**Lbs/volume**	**Tons/cy**
Asphalt, crushed	45 lbs/cu. ft.	
Asphalt/ paving, crushed	1,380 lbs/cy	0.7 tons/cy
Cardboard, corrugated, flattened boxes, loose	100 lbs/cy*	
Carpet & padding, loose	84.4 lbs/cy	
Cement, bulk	100 lbs/cu. ft.	
Cement. Mortar	145 lbs/cu.	
Concrete, scrap, loose	1,855 lbs/cy	0.9 tons/cy
Copper fittings, loose	1.048 lbs/cy	
Copper pipe, whole	211 lbs/cy	
Drywall	500 lbs/cy*	
Glass, broken	2,160 lbs/cy	
Gypsum, solid	142 lbs/cu. ft.	
Metal scrap	1,000 lbs/cy*	
Steel, solid	487 lbs/cu. ft.	
Wood (chipped)	300 lbs/cy*	0.15-0.3 tons/cy
Mixed Construction and Demolition (C&D) Debris **	900 lbs/cy	0.45 tons/cy
Mixed Waste/Trash	350 lbs/cy*	0.5-0.175 tons/cy

* USGBC Recommended weights

** Construction and Demolition (C&D) Debris includes waste and recyclables generated from construction, renovation, and demolition or deconstruction of pre-existing structures. Land clearing debris including soil, vegetation, and rocks are not to be included.

SAMPLE CONSTRUCTION WSTE MANAGEMENT LOG

Total waste generated by project: _____tons/cubic yards.

Material	Total Waste	Diverted Waste	Salvaged Waste	Disposed at Landfill	Hazardous Material	Comments
Asphalt, crushed						
Asphalt/paving						
Cardboard						
Carpet & padding/ loose						
Cement, bulk						
Cement, mortar						
Concrete, scrap, loose						
Copper fittings, loose						
Copper pipe, whole						
Drywall						
Glass, broken						
Gypsum, solid						
Metal, scrap						
Steel, solid						
Wood (chipped)						
Mixed (C&D) Debris**						
Mixed Waste/trash						
Total						

TOTAL % Diverted from Landfill: _____%

END OF SECTION

SECTION 017700

CLOSEOUT PROCEDURES

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. Description of Contract closeout procedures including:

a. REMOVAL OF TEMPORARY CONSTRUCTION FACILITIES

b. SUBSTANTIAL COMPLETION

c. FINAL COMPLETION

d. PROJECT RECORD DOCUMENTS

e. PROJECT GUARANTY

f. WARRANTIES

g. TURN-IN

h. RELEASE OF CLAIMS

i. FIRE INSPECTION COORDINATION

j. BUILDING INSPECTION COORDINATION

1.2 REMOVAL OF TEMPORARY CONSTRUCTION FACILITIES

A. Remove temporary materials, equipment, services, and construction prior to Substantial Completion inspection.

B. Clean and repair damage caused by installation or use of temporary facilities.

C. Restore permanent facilities used during construction to specified condition.

D. Comply with Paragraph 1.15 of Section 015000 (Temporary Facilities and Controls).

1.3 SUBSTANTIAL COMPLETION

A. When Contractor considers Work or designated portion of the Work as Substantially Complete, submit written notice to County, with list of items remaining to be completed or corrected.

B. Within reasonable time, County will inspect to determine status of completion.

C. Should County determine that Work is not Substantially Complete, County will promptly notify Contractor in writing, listing all defects and omissions.

D. Contractor shall remedy deficiencies and send a second written notice of Substantial Completion. County will reinspect the Work. If deficiencies previously noted are not corrected on reinspection, then Contractor shall pay the cost of the reinspection.

E. When County concurs that Work is Substantially Complete, County will issue a Certificate of Substantial Completion, accompanied by Contractor's list of items to be completed or corrected as verified by County.

F. Manufactured units, equipment and systems that require startup must have been started up and run for periods prescribed by County before a Certificate of Substantial Completion will be issued.

G. A punch list examination will be performed upon Substantial Completion. One follow-up review of punch list items for each discipline will be provided. If further Site visits are required to review punch list items due to incompleteness of the Work by Contractor, Contractor will reimburse County for costs associated with these visits.

1.4 FINAL COMPLETION

A. Final Completion occurs when Work meets requirements for County's Final Acceptance. When Contractor considers Work is Finally Complete, submit written certification that:

1. Contractor has inspected Work for compliance with Contract Documents, and all requirements for Final Acceptance have been met.

2. Except for Contractor maintenance after Final Acceptance, Work has been completed in accordance with Contract Documents and deficiencies listed with Certificate of Substantial Completion have been corrected. Equipment and systems have been tested in the presence of County, and are operative.

3. Work is complete and ready for final inspection.

B. In addition to submittals required by Contract Documents, provide submittals required by governing authorities and submit final statement of accounting giving total adjusted Contract Sum, previous payments, and sum remaining due.

C. When County finds Work is acceptable and final closeout submittals are complete, County will issue a Final Inspection Report informing Contractor that the Work is complete, that any further accumulation of Liquidated Damages, if any were assessed, stop, and that the County will file the Notice of Completion with the County Recorder. Should County determine that Work is incomplete or Defective:

1. County promptly will so notify Contractor, in writing, listing the incomplete or Defective items.

2. Contractor shall promptly remedy the deficiencies and notify County when it is ready for reinspection.

D. Final adjustments of accounts:

1. Submit a final statement of accounting to County, showing all adjustments to the Contract Sum and complete and execute Document 006400 (Affidavit and Release of Liens Form).

2. If so required, County shall prepare a final Change Order for submittal to Contractor, showing adjustments to the Contract Sum that were not previously made into a Contract Modification.

1.5 PROJECT RECORD DOCUMENTS

A. Contract Documents will not be closed out and final payment will not be made until completion and submittal of Project Record Documents described in Section 017839 (Project Record Documents).

1.6 PROJECT GUARANTY

A. Requirements for Contractor's guaranty of completed Work are included in Article 9 of Document 007200 (General Conditions). Contractor shall guaranty Work done under Contract against failures, leaks, or breaks or other unsatisfactory conditions due to defective equipment, materials, or workmanship, and perform repair work or replacement required, at Contractor's sole expense, for period of one (1) year from date of Final Acceptance.

B. Neither recordation of Final Acceptance nor final certificate for payment nor provision of the Contract nor partial or entire use or occupancy of premises by County shall constitute acceptance of Work not done in accordance with Contract Documents nor relieve Contractor of liability in respect to express warranties or responsibility for faulty materials or workmanship.

C. County may make repairs to Defective Work as set forth in Document 007200 (General Conditions), Paragraph 9.3.

D. If, after installation, operation, or use of materials or equipment to be provided under Contract proves to be unsatisfactory to County, County shall have right to operate and use materials or equipment until said materials and equipment can, without damage to County, be taken out of service for correction or replacement. Period of use of Defective materials or equipment pending correction or replacement shall in no way decrease

guaranty period required for acceptable corrected or replaced items of materials or equipment.

E. Nothing in this Section 0 shall be construed to limit, relieve, or release Contractor's, Subcontractors', and equipment suppliers' liability to County for damages sustained as result of latent defects in equipment caused by negligence of suppliers' agents, employees, or Subcontractors. Stated in another manner, warranty contained in the Contract Documents shall not amount to, nor shall it be deemed to be, waiver by County of any rights or remedies (or time limits in which to enforce such rights or remedies) it may have for Defective workmanship or Defective materials under laws of this State pertaining to acts of negligence.

1.7 WARRANTIES

A. Execute Contractor's Submittals and assemble warranty documents, and Installation, Operation, and Maintenance Manuals described in Section 013300 (Submittal Procedures), executed or supplied by Subcontractors, suppliers, and manufacturers. Contractor may submit documents in an electronic format acceptable to County with prior approval of County Project Manager.

1. Provide table of contents and assemble in 8½ inches by 11 inches three-ring binder with durable plastic cover, appropriately separated and organized.

2. Assemble in Specification Section order.

B. Submit material prior to final Application for Payment.

1. For equipment put into use with County's permission during construction, submit within fourteen (14) Days after first operation.

2. For items of Work delayed materially beyond Date of Substantial Completion, provide updated Submittal within fourteen (14) Days after acceptance, listing date of acceptance as start of warranty period.

C. Warranties are intended to protect County against failure of Work and against deficient, Defective, and faulty materials and workmanship, regardless of sources.

D. Limitations: Warranties are not intended to cover failures that result from the following:

1. Unusual or abnormal phenomena of the elements

2. Vandalism after Substantial Completion

3. Insurrection or acts of aggression including war

E. Related Damages and Losses: Remove and replace Work which is damaged as result of Defective Work, or which must be removed and replaced to provide access for correction of warranted Work.

F. Warranty Reinstatement: After correction of warranted Work, reinstate warranty for corrected Work to date of original one year after corrected Work was done, whichever is later.

G. Replacement Cost: Replace or restore failing warranted items without regard to anticipated useful service lives.

H. Warranty Forms: Submit drafts to County for approval prior to execution. Forms shall not detract from or confuse requirements or interpretations of Contract Documents.

1. Warranty shall be countersigned by manufacturers.

2. Where specified, warranty shall be countersigned by Subcontractors and installers.

I. Rejection of Warranties: County reserves right to reject unsolicited and coincidental product warranties that detract from or confuse requirements or interpretations of Contract Documents.

J. Term of Warranties: For materials, equipment, systems, and workmanship, warranty period shall be one (1) year minimum from date of Final Completion of entire Work except where:

1. Detailed Specifications for certain materials, equipment or systems require longer warranty periods.

2. Materials, equipment or systems are put into beneficial use of County prior to Final Completion as agreed to in writing by County.

K. Warranty of Title: No material, supplies, or equipment for Work under Contract shall be purchased subject to any chattel mortgage, security agreement, or under a conditional sale or other agreement by which an interest therein or any part thereof is retained by seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon completion of all Work to deliver premises, together with improvements and appurtenances constructed or placed thereon by Contractor, to County free from any claim, liens, security interest, or charges, and further agrees that neither Contractor nor any person, firm, or corporation furnishing any materials or labor for any Work covered by Contract shall have right to lien upon premises or improvement or appurtenances thereon. Nothing contained in this paragraph, however, shall defeat or impair right of persons furnishing materials or labor under bond given by Contractor for their protection or any rights under law permitting persons to look to funds due Contractor in hands of County.

1.8 TURN-IN

A. Contract Documents will not be closed out and final payment will not be made until all keys issued to Contractor during prosecution of Work are turned in to County.

1.9 RELEASE OF CLAIMS

A. Contract Documents will not be closed out and final payment will not be made until Document 006400 (Affidavit of Release of Liens Form) is completed and executed by Contractor and County.

1.10 FIRE INSPECTION COORDINATION

A. Coordinate final fire inspection for the purpose of obtaining an occupancy certificate from County Building Inspection Division and secure sufficient notice to County to permit convenient scheduling (if applicable).

1.11 BUILDING INSPECTION COORDINATION

A. Coordinate with County a final inspection for the purpose of obtaining an occupancy certificate.

PART 2 PRODUCTS – Not Used

PART 3 EXECUTION – Not Used

END OF SECTION

SECTION 017839

PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. Administrative and procedural requirements for the following Project Record Documents:

a. , SHOP DRAWINGS

b. PROJECT RECORD SPECIFICATIONS

c. PROJECT RECORD PRODUCT DATA

d. MISCELLANEOUS PROJECT RECORD SUBMITTALS

B. Specific Project Record Documents requirements that expand requirements of this Section may be included in the individual Sections of Divisions 2 through 49, if used.

1.2 SUBMITTAL

A. At completion of Project, deliver Project Record Documents to County. Project Record Documents required include:

1. Marked-up copies of Drawings

2. Marked-up copies of Shop Drawings

3. Marked-up copies of Specifications, Addenda, Change Orders, and CCDs

4. Marked-up Product Data submittals

5. Final set of Project Record Drawings, including electronic version

6. Final set of Project Record Specifications

7. Final set of Project Record Product Data

8. Record Samples

9. Field records for variable and concealed conditions

10. Record information on Work that is recorded only schematically

B. Accompany submittal with transmittal letter containing:

1. Date

2. Project title and County's Contract number

3. Contractor's name and address

4. Number and title of each Project Record Document

5. Certification that each document as submitted is complete and accurate, and signature of Contractor or Contractor's authorized representative.

1.3 GENERAL

A. County will provide one full size set of Drawings and one (1) copy of the Project Manual for Contractor's use for recording as-built conditions.

B. Post changes and Modifications to the Contract Documents as they occur. Do not wait until the end of the Project. County may periodically review Project Record Documents to assure compliance with this requirement.

C. Refer instances of uncertainty to County for resolution.

D. Maintenance of Documents and Samples:

1. Store Project Record Documents and Samples in the field office apart from Contract Documents used for construction.

2. Do not permit Project Record Documents to be used for construction purposes.

3. Maintain Project Record Documents in good order and in a clean, dry, legible condition.

4. Make Project Record Documents and Samples available at all times for inspection by County.

1.4 PROJECT RECORD DRAWINGS, SHOP DRAWINGS, AND SAMPLES

A. Quality Draftsmanship: All Work on Project Record Drawings and Project Record Shop Drawings shall be performed by competent drafters and shall be clear and fully legible. County shall be the sole judge of the acceptability of the Project Record Drawings and Project Record Shop Drawings.

B. Mark-up Procedure: During the construction period, maintain a set of prints of Drawings and Shop Drawings for Project Record Documents purposes ("Field Set"). Stamp each document (on each sheet or page) "PROJECT RECORD" in 2-inch high letters. Also maintain a set of Samples for Project Record Documents purposes. Keep record documents current. Note: A reference by number to a Change Order, CCD, RFI, RFQ,

RFP, Field Order or other such document is not acceptable as sufficient record information on any record document. Do not permanently conceal any Work until required information has been recorded.

1. Mark Drawings and Shop Drawings to indicate the actual installation where the installation varies appreciably from the installation shown originally. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later. Items required to be marked include but are not limited to:

- **a.** Dimensional changes to the Drawings and Shop Drawings
- **b.** Revisions to details shown on the Drawings and Shop Drawings
- **c.** Depths of various elements of foundation in relation to main floor level or survey datum
- **d.** Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements
- **e.** Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure
- **f.** Locations of underground Work, points of connection with existing utilities, changes in direction, valves, manholes, catch basins, capped stub outs, invert elevations, and similar items
- **g.** Actual numbering and set points of each electrical circuit
- **h.** Field changes of dimension and detail
- **i.** Revisions to routing of piping and conduits
- **j.** Revisions to electrical circuitry
- **k.** Actual equipment locations
- **l.** Duct, conduit, and cable size and routing
- **m.** Changes made by Change Order or CCD
- **n.** Details not on original Drawings or Shop Drawings

2. Mark completely and accurately Drawings or Shop Drawings, whichever is the most capable of showing actual physical conditions. Where Shop Drawings are marked, show cross-reference on Drawings location.

3. Mark important additional information that was either shown schematically or omitted from original Drawings.

4. Note CCD numbers; Alternate numbers, Change Order numbers, and similar identification.

5. Mark Drawing and Shop Drawing sets with red, erasable colored pencil.

6. Mark Samples to record changes made after review

7. Responsibility for Mark-up: Where feasible, the individual or entity who obtained Project Record Drawing or Shop Drawing data, whether the individual or entity is the installer, Subcontractor, or similar entity, is required to prepare the mark-up on Project Record Drawings or Shop Drawings.

a. Accurately record information in an understandable and legible drawing technique.

b. Record data as soon as possible after it has been obtained. In the case of concealed installations, record and check the mark-up prior to concealment.

C. Preparation of Project Record Drawings and Project Record Shop Drawings: Thirty (30) days prior to inspection for Certification of Substantial Completion, review completed marked-up Project Record Drawings and Project Record Shop Drawings with County.

1.5 ADDITIONAL REQUIREMENTS FOR FINAL PROJECT RECORD DOCUMENTS

A. Thirty (30) days prior to Substantial Completion of the Work, Contractor will make available to Architect marked-up Drawings and Specifications, for Architect use in updating electronic drawing and specification files.

B. After Substantial Completion and before Final Completion, Contractor shall carefully compare all data shown on the job set of Record Drawings with the corresponding record document computer files, prepared by Architect.

C. Contractor shall clearly indicate on the Project Record Documents any changes that were not correctly transferred by the Architect. Contractor shall provide the correct information to the Architect.

D. Contractor shall “cloud” all affected areas.

1.6 PROJECT RECORD SPECIFICATIONS

A. During the construction period, maintain one (1) copy of the Specifications, including Addenda and Modifications issued, for Project Record Documents purposes.

B. Mark the Project Record Specifications to indicate the actual installation where the installation varies substantially from that indicated in Specifications and Modifications issued. Note related Project Record Drawing information, where applicable. Give particular attention to substitutions, selection of product options, Change Order and CCD Work, and information on concealed installation that would be difficult to identify or measure and record later.

1. In each Specification Section where products, materials or units of equipment are specified or scheduled, mark the copy with the proprietary name and model number of the product furnished.

2. Record the name of the manufacturer, catalog number, supplier and installer, and other information necessary to provide a record of selections made and to document coordination with Project Record Product Data submittals and Installation, Operation, and Maintenance Manuals.

3. Note related Project Record Product Data, where applicable, for each principal product specified, indicate whether Project Record Product Data has been submitted in Installation, Operation, and Maintenance Manuals instead of submitted as Project Record Product Data.

C. Preparation of Project Record Specifications: Thirty (30) days prior to inspection for Certification of Substantial Completion, review completed Field Set Project Record Specifications with County. When authorized, prepare final Project Record Specifications.

1. After Substantial Completion and before Final Completion, carefully transfer all data shown on the Field Set to a separate clean set of Specifications provided by County. Include the printed designation “PROJECT RECORD SPECIFICATION” in a prominent location on the Specifications.

1.7 PROJECT RECORD PRODUCT DATA

A. During the construction period, maintain one (1) copy of each Product Data submittal for Project Record Document purposes.

1. Mark Project Record Product Data to indicate the actual product installation where the installation varies substantially from that indicated in Project Record Product Data submitted. Include significant changes in the product delivered to the Site, and changes in manufacturer’s instructions and recommendations for installation.

2. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.

3. Note related Change Orders and mark-up of Project Record Drawings, where applicable.

4. Upon completion of mark-up, submit a complete set of Project Record Product Data to County for County’s records.

5. Where Project Record Product Data is required as part of maintenance manuals, submit marked-up Project Record Product Data as an insert in the manual, instead of submittal as Project Record Product Data.

6. Contractor is responsible for mark-up and submittal of Project Record Product Data for the Work.

B. Material, Equipment, and Finish Data:

1. Provide data for primary materials, equipment, and finishes as required under each Specification Section.

2. Submit two sets prior to final inspection, bound in 8-1/2 inches by 11 inches three-ring binders with durable plastic covers; provide typewritten table of contents for each volume.

3. Arrange by Specification Section number and give names, addresses, and telephone numbers of Subcontractors and suppliers.

List:

a. Trade names

b. Model or type numbers

c. Assembly diagrams

d. Operating instructions

e. Cleaning instructions

f. Maintenance instructions

g. Recommended spare parts

h. Product data

1.8 MISCELLANEOUS PROJECT RECORD SUBMITTALS

A. Refer to other Specification Sections for miscellaneous record keeping requirements and submittals in connection with various construction activities. Immediately prior to Substantial Completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for use and reference. Submit to County for County's records. Categories of requirements resulting in miscellaneous records include, but are not limited to, the following:

1. Field records on excavations and foundations

2. Field records on underground construction and similar Work

3. Survey showing locations and elevations of underground lines

4. Invert elevations of drainage piping

5. Surveys establishing building lines and levels

6. Authorized measurements utilizing unit prices or allowances

7. Records of plant treatment

8. Ambient and substrate condition tests

9. Certifications received in lieu of labels on bulk products

10. Batch mixing and bulk delivery records

11. Testing and qualification of tradespersons

12. Documented qualification of installation firms

13. Load and performance testing

14. Inspections and certifications by governing authorities

15. Leakage and water-penetration tests

16. Fire resistance and flame spread test results

17. Final inspection and correction procedures

PART 2 PRODUCTS – Not Used

PART 3 EXECUTION – Not Used

END OF SECTION

SECTION 017900

DEMONSTRATION AND TRAINING

PART 1 GENERAL

1.1 DEMONSTRATION AND TRAINING

A. Prior to acceptance of the Work, provide demonstration and training to County staff:

1. Operation and maintenance of all equipment; Installation, Operation, and Maintenance Manuals; and answer staff questions.

2. Performed by manufacturer's representatives who have been factory-trained or factory-trained engineers, knowledgeable in the operation of the various types of equipment.

3. Provide additional operator instruction and operation assistance as required in individual Specification Sections.

B. County may videotape instructions.

C. Visits to the Site by manufacturer's representatives for demonstration and training purposes shall be deemed to be a separate visit to the Site, independent of visits required for equipment checkout, testing, and startup unless prior approval of County Representative is received to combine visits.

D. Schedule in writing with County Representative at least thirty (30) Days in advance any visits to the Site by manufacturer’s representatives for the purpose of fulfilling their operation and maintenance instruction requirements.

E. Scheduling is subject to approval by County Representative. Plan, unless otherwise required in individual Specifications Sections, to schedule training sessions so they occur after Work has been completed and the facilities are ready to start normal operation.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 019100

COMMISSIONING – CMR

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Construction Documents and general provisions of the CMR Agreement Between Owner and Construction Manager and the Guaranteed Maximum Price (GMP) Amendment, including Division 00 General Conditions of the Contract for Construction – CMR and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes equipment and system commissioning, including the following:

1. Completion of commissioning procedures on specific equipment and systems as indicated under "Related Sections" below.

2. Verification of operational and functional performance of specific equipment and systems for compliance with the “Design Intent” as described in the "Related Sections" indicated below.

B. **Related Sections**: The following Sections contain requirements that relate to this Section:

1. Section 013100 Project Management and Coordination specifies procedures for coordinating the Commissioning Process.

2. Division 01 Section 013300 "Submittal Procedures" specifies procedures for submittal of Product Data and Quality Assurance Submittals.

3. Division 01 Section 017700 "Closeout Procedures" specifies general closeout requirements.

4. Division 21 Section 21 08 00 "Commissioning of Fire Suppression" specifies closeout and/or commissioning related requirements for specific pieces of equipment or building operating systems.

5. Division 22 Section 22 08 00 "Commissioning of Plumbing" specifies closeout and/or commissioning related requirements for specific pieces of equipment or building operating systems.

6. Division 23 Section 23 08 00 "Commissioning of HVAC" specifies closeout and/or commissioning related requirements for specific pieces of equipment or building operating systems.

7. Division 23 Section 23 08 00 "Commissioning of HVAC" specifies closeout and/or commissioning related requirements for specific pieces of equipment or building operating systems.

8. Division 25 Section 25 08 00 "Commissioning of Integrated Automation" specifies closeout and/or commissioning related requirements for specific pieces of equipment or building operating systems.

9. Division 26 Section 26 08 00 "Commissioning of Electrical Systems" specifies closeout and/or commissioning related requirements for specific pieces of equipment or building operating systems.

10. Division 27 Section 27 08 00 "Commissioning of Communications" specifies closeout and/or commissioning related requirements for specific pieces of equipment or building operating systems.

1.3 DEFINITIONS

A. **Basis of Design (BOD):** A document that records the concepts, calculations, decisions, and product selections used to meet the Owner's Project Requirements and to satisfy applicable regulatory requirements, standards, and guidelines. The document includes both narrative descriptions and lists of individual items that support the design process.

B. **Commissioning Agent (CxA):** An entity identified by the Owner who leads, plans, schedules, and coordinates the commissioning team to implement the Commissioning Process.

C. **Commissioning (Cx) Plan:** A plan that includes a list of all equipment to be commissioned, delineation of roles for each of the primary commissioning participants, and details on the scope, timeline, and deliverables throughout the commissioning process."

D. **Deficiencies and Resolutions List:** List of noted deficiencies discovered as result of commissioning process.

E. **Final Commissioning Report:** Overall final commissioning document (see 1.6, I(2) below), prepared by the Commissioning Agent, which details the actual commissioning procedures performed, inspection and testing results, and the final version of the deficiencies and resolutions list indicating that all issues discovered through the commissioning process have been verified as resolved.

F. **Functional Completion:** Functional Completion is when all remaining TAB (Testing, Adjusting, Balancing) and commissioning responsibilities of the CMR and their subcontractor's (except for seasonal or approved deferred testing and controls training), have been functionally certified as complete by the Owner's Commissioning Authority (CxA) and the Certificate of Functional Completion has been issued.

G. **Functional Performance Testing Process:** Documented testing of system parameters, under actual or simulated operating conditions. Functional testing is the dynamic testing of systems (rather than just components).

H. **Pre-Commissioning Checklists:** Installation and start-up items to be completed by the appropriate party prior to operational verification through Functional Testing.

I. **Physical Inspection Process:** On-site inspection and review of related system components for conformance to the specifications.

J. **Seasonal Commissioning Tests:** Functional Tests that are deferred until the system(s) will experience conditions closer to their intended design conditions.

K. **Trending:** Monitoring using the building control system.

1.4 COORDINATION

A. **Commissioning Team:** The members of the commissioning team consist of the Commissioning Agent (CxA), the CT DCS Project Manager (PM), the Owner's Representative (OR), Construction Manager at Risk (CMR), , the Architect and Design engineers (particularly the mechanical engineer), the Mechanical Subcontractor, the Electrical Subcontractor, the TAB representative, the Controls Subcontractor, any other installing subcontractors or suppliers of equipment. If known, the Agency's building or plant operator/engineer is also a member of the Commissioning team.

B. **Management:** The CxA is hired by the Owner. The CxA directs and coordinates the commissioning activities and the reports to the OR. All members of the Commissioning Team work together to fulfill their contracted responsibilities and meet the objectives of the Contract Documents. Refer to Section 01 91 00 Part 1.6 and 1.7 for additional management details.

C. **Scheduling:** The CxA will work with the OR and CMR according to established protocols to schedule the commissioning activities. The CxA will provide sufficient notice to the OR and CMR for scheduling commissioning activities. The CMR will integrate all commissioning activities into their master CPM schedule. All parties will address scheduling problems and make necessary notifications in a timely manner in order to expedite the commissioning process.

1. The CxA will provide the initial schedule of primary commissioning events at the commissioning scoping meeting. The Commissioning Plan—Construction Phase provides a format for this schedule. As construction progresses more detailed schedules are developed by the CxA. The Commissioning Plan also provides a format for detailed schedules.

1.5 DESCRIPTION OF CONSTRUCTION PHASE COMMISSIONING PROCESS

A. As soon as practicable after the "Contract Start Date" the Commissioning Agent (CxA) will conduct a pre-installation commissioning "kick-off" meeting with the Construction Manager's subcontractors. Parties directly affected by the commissioning work will be

required to attend. The CxA will explain the commissioning process in detail, and identify specific commissioning related responsibilities of the various parties.

B. Commissioning status meetings will be scheduled to occur during construction to monitor progress and to help facilitate the commissioning process. Construction Manager's subcontractor's representatives will be required to attend these meetings.

C. Once Construction Manager's subcontractors have provided the CxA with written verification indicating completion of installation and startup procedures, the CxA will conduct an on-site physical inspection of the specific systems and equipment.

D. Upon confirmation of system readiness, the CxA will schedule with the Construction Manager's subcontractors to perform functional compliance with the project specifications and drawings. The CxA will oversee the process and will provide the format and documentation for these tests.

E. Deficiencies noted during these tests will be documented on the Deficiencies and Resolutions list. When corrected, issues will be resolved at the time of discovery. The responsible Construction Manager's subcontractor will resolve all other issues at a later date. All deficiencies will be noted by the CxA as either resolved or pending resolution.

F. The construction commissioning process will be complete when all noted deficiencies have been corrected, proved to be compliance with the project specifications or otherwise resolved to the satisfaction of the Owner and when the CxA has issued the Certificate of Functional Completion

1.6 COMMISSIONING AGENT'S DUTIES AND RESPONSIBILITIES

A. Meet and communicate with the Owner's representatives, County's representative, subcontractors, equipment manufacturers' representatives, Architect, Engineer and others as needed, to facilitate the commissioning process.

B. Review commissioning related specifications, submittals and construction documents. Communicate noted deficiencies and concerns to the Owner, Architect and Engineer.

C. Develop detailed and specific Functional Testing procedures for equipment and systems to be commissioned.

D. Develop testing, adjusting and balancing (TAB) specifications. Oversee the TAB process.

E. Perform site inspections and verify Construction Manager's subcontractor readiness for the Functional Testing process. Document deficiencies for future resolution.

F. Witness Construction Manager's subcontractor performed Functional Testing process as appropriate to verify Construction Manager's subcontractor compliance with the functional testing procedures. Document deficiencies for future resolution.

G. Provide the Owner, County representative, Architect, and Engineer with a Final Commissioning Report to document the commissioning process and to verify that the commissioning process is complete.

H. Verify that CMR O&M documentation is complete.

I. Commissioning Record in O&M Manuals.

1. The CxA is responsible to compile, organize and index the following commissioning data by equipment into labeled, indexed and tabbed, three-ring binders and deliver it to the CMR, to be included with the O&M manuals. Three copies of the manuals will be provided. The format of the manuals shall be:

1.1 **Tab I-1:** Commissioning Plan;

1.2 **Tab I-2**: Final Commissioning Report (see (2) below)

1.3 **Tab 01:** System Type 1 (chiller system, packaged unit, boiler system, etc.);

1.3.1 **Sub-Tab A:** Design narrative and criteria, sequences, approvals for equipment in System Type 1;

1.3.2 **Sub-Tab B:** Startup plan and report, approvals, corrections, blank Precommissioning Checklists;

1.3.2.1 **Colored Separator Sheets**—for each equipment type (fans, pumps, chiller, etc.);

1.3.3 **Sub-Tab C:** Functional tests (completed), trending and analysis, approvals and corrections, training plan, record and approvals, blank functional test forms and a recommended recommissioning schedule.

1.4 **Tab 02:** System Type 2.....repeat as per above requirements for System 1.

2. Final Report Commissioning Report Details. The final commissioning report shall include an executive summary, list of participants and roles, brief building description, overview of commissioning and testing scope and a general description of testing and verification methods. For each piece of commissioned equipment, the report should contain the disposition of the commissioning authority regarding the adequacy of the equipment, documentation and training meeting the contract documents in the following areas:

2.1 Equipment meeting the equipment specifications;

2.2 Equipment installation,

2.3 Functional performance and efficiency;

2.4 Equipment documentation and design intent; and

2.5 Operator training. All outstanding non-compliance items shall be specifically listed. Recommendations for improvement to equipment or operations, future actions, commissioning process changes, etc. shall also be listed. Each non-compliance issue shall be referenced to the specific functional test, inspection, trend log, etc. where the deficiency is documented. The functional performance and efficiency section for each piece of equipment shall include a brief description of the verification method used (manual testing, BAS trend logs, data loggers, etc.) and include observations and conclusions from the testing.

2.6 Pre-Occupancy Commissioning (Cx) Report:

A Pre-occupancy Commissioning (Cx) Report shall be prepared by the Commissioning Agent (CxA) that demonstrates that the project has met all of the requirements spelled out in the following Table:

Twelve (12) Mandatory Requirements [16a-38k-3] Summary Table

	Regulation	Summary Description
1.	16a-38k-3(a)	Building Commissioning:
2.	16a-38k-3(b)	Integrated Design Process:
3.	16a-38k-3(c)	ENERGY STAR Products:
4.	16a-38k-3(d)	Energy Performance:
5	16a-38k-3(e)	Indoor Air Quality Management Plan:
6.	16a-38k-3(f)	Water Usage:
7.	16a-38k-3(g)	Recycling of Materials:
8.	16a-38k-3(h)	Erosion and Sedimentation:
9.	16a-38k-3(i)	No Smoking Policy:
10.	16a-38k-3(j)	integrated Pest Management Plan:
11.	16a-38k-3(k)	Chlorofluorocarbon (CFC)- Based Refrigerants:
12.	16a-38k-3(l)	Minimum Ventilation Requirement:

2.7 Post-Occupancy Commissioning (Cx) Report:

A Post-Occupancy Commissioning (Cx) Report shall be prepared by the Commissioning Agent (CxA) and submitted to the CT DCS PM for review and approval. The approved Report shall be submitted by the State Agency that is responsible for the ongoing care, operation, and maintenance of the building to the CT OPM Secretary and the CT DCS Commissioner within one hundred eighty (180) days after one year of occupancy Date of CT DCS Acceptance of the Work. The Report shall include results of any post-occupancy survey of building occupants, a description of any adjustments made to equipment or building operation and the reasons for which the changes were made, and one year of all energy usage by source and water usage.

3. Other documentation will be retained by the CxA.

1.7 DUTIES AND RESPONSIBILITIES OF OTHERS FOR COMMISSIONING

A. The commissioning process will require the active participation of persons qualified to represent the Owner, Mechanical Engineer, Electrical Engineer, Construction Manager, Equipment Manufacturers' Representatives, Mechanical Subcontractor, HVAC Subcontractor, Controls Subcontractor, TAB Subcontractor, Electrical Subcontractor, and other specific subcontractors, as deemed appropriate. The CxA will witness the final functional performance commissioning process. Participants shall include in their contracts all costs necessary to participate in and complete the commissioning process.

B. The Construction Manager will assure the participation and co-operation of the subcontractors, as required to complete the commissioning process.

C. The Owner will assure the participation of their chosen representatives as required to complete the commissioning process.

D. The Architect will assure the participation of necessary representatives from the Design Team as required to complete the commissioning process. Design team members will provide prompt replies to requests for information issued during the commissioning process.

E. It is the Construction Manager's specific responsibility to complete their respective start-up and checkout procedures, and to insure the complete readiness of equipment and systems, prior to the start of the functional performance testing phase. The CxA shall request written confirmation of system readiness for performance testing, from the appropriate Construction Manager's subcontractor. Once the CxA is provided with confirmation of all related systems completion, the actual date and times for the functional performance testing process will be confirmed. Construction Manager's subcontractor shall provide sufficient time, and qualified representatives, to complete this process at no additional cost to the State.

F. After a second failure of a system to successfully meet the criteria as set forth in the functional performance testing process, the Construction Manager shall reimburse the Owner for all costs associated with any additional re-testing efforts made necessary due to remaining Construction Manager related system deficiencies previously reported by the Construction Manager as corrected. These costs shall also include the costs (where applicable) for the CxA.

1. Training on related systems and equipment operation and maintenance shall only be scheduled to commence after final performance commissioning is satisfactorily completed, and systems are verified to be 100 percent complete and functional.

1.8 SUBMITTALS

A. Refer to Section 013300 Submittal Procedures - CMR.

B. Pre-Commissioning Checklist Forms: Submit two (2) signed copies of the checklist forms to the CxA upon completion of all listed items.

C. Equipment Manufacturer's Startup Forms: Submit two (2) completed copies of the installation and startup checklists provided by the equipment manufacturers to the CxA.

D. Test Reports: Submit two (2) copies of test reports for equipment and systems to the CxA.

E. Control Schematics: Submit two (2) copies of the control schematics for equipment, systems, and subsystems to the CxA.

F. Inspection Records: Submit two (2) copies of the records of inspections for code compliance, and approved permits and licenses to operate the equipment and systems to the CxA.

G. Operating Data: Submit two (2) copies of equipment and system operating data including all necessary instructions to facilitate operation to specified performance standards to the Owner.

H. Maintenance Data: Submit two (2) copies of equipment and system maintenance data including all necessary information required to maintain the equipment and systems in continuous operation, such as the testing, balancing and adjusting report and the as-built drawings.

1.9 TRAINING OF OWNER PERSONNEL

A. The CMR shall be responsible for training coordination and scheduling and ultimately for ensuring that training is completed.

B. The CxA shall be responsible for overseeing and approving the content and adequacy of the training of Agency's personnel for commissioned equipment.

1. The CxA shall interview the Agency's facility manager and lead engineer to determine the special needs and areas where training will be most valuable. The Owner's Representative, Agency's facility manager, and CxA shall decide how rigorous the training should be for each piece of commissioned equipment. The CxA shall communicate the results to the CMR of Subs and vendors who have training responsibilities.

2. In addition to these general requirements, the specific training requirements of Owner personnel by Subcontractor and vendors are specified in Divisions 21, 22, 23, 25, 26, and 27.

3. The CMR shall require each Subcontractor and vendor responsible for training to submit a written training plan to the CxA for review and approval prior to training. The plan will cover the following elements:

3.1 Equipment (included in training);

3.2 Intended audience;

3.3 Location of training;

3.4 Objectives;

3.5 Subjects covered (description, duration of discussion, special methods, etc.);

3.6 Duration of training on each subject;

3.7 Instructor for each subject;

3.8 Methods (classroom lecture, video, site walk-through, actual operational demonstrations, written handouts, etc.);

3.9 Instructor and qualifications.

4. For the primary HVAC equipment, the Controls Contractor shall provide a short discussion of the control of the equipment during the mechanical or electrical training conducted by others.

5. The CxA shall develop an overall training plan and coordinate and schedule, with the OR, Agency Representative, and CMR, the overall training for the commissioned systems. The CxA shall develop criteria for determining that the training was satisfactorily completed, including attending some of the training, etc. The CxA shall recommend approval of the training to the OR using a standard form for submittal to the CMR. The OR shall also sign the approval form.

6. At one of the training sessions, the CxA shall present a one (1) hour presentation discussing the use of the blank functional test forms for re-commissioning equipment.

7. Video recording of the training sessions shall be provided by CMR. The CMR shall provide the OR, with video disks cataloged by CMR, and added to the O&M manuals.

8. The HVAC design engineer shall at the first training session present the overall system design concept and the design concept of each equipment section. This presentation shall be two (2) hours in length and include a review of all systems using the simplified system schematics (one-line drawings) including chilled water systems, condenser water or heat rejection systems, heating systems, fuel

oil and gas supply systems, supply air systems, exhaust system and outside air strategies.

1.10 DEFERRED TESTING

A. **Unforeseen Deferred Tests.** If the CMR determines that any check or test cannot be completed due to the building structure, required occupancy condition or other deficiency, execution of checklists and Functional Testing may be delayed upon approval of the CT DCS PM. These tests will be conducted in the same manner as the seasonal tests as soon as possible. Services of necessary parties will be negotiated.

B. **Seasonal Testing**. During the warranty period, seasonal testing (tests delayed until weather conditions are closer to the system's design intent) as specified in Division 23 shall be completed as part of this contract. The CxA shall coordinate this activity. Tests will be executed, documented and deficiencies corrected by the appropriate CMR's Subcontractors, with the Agency facilities staff and the CxA witnessing. Any final adjustments to the O&M manuals and as-built drawings due to the testing will be made.

PART 2 PRODUCTS – NOT INCLUDED

PART 3 EXECUTION – NOT INCLUDED

END OF BID BINDER