

# INVITATION FOR BIDS: SPECIFICATIONS



County of San Benito  
RESOURCE MANAGEMENT AGENCY

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## VETERANS MEMORIAL PARK IRRIGATION SYSTEM IMPROVEMENTS

PROJECT #PWB-1706

CONSTRUCTION DOCUMENTS  
March 10, 2017

APPROVED AS TO LEGAL FORM:  
San Benito County Counsel's Office

*Shirley L. Murphy*

Shirley L. Murphy,  
Deputy County Counsel

Date *March 20, 2017*

APPROVED:

San Benito County Board of Supervisors

Jaime De La Cruz,  
Chair

Date \_\_\_\_\_

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PREPARED BY

**ADAM GOLDSTONE, R.A.**  
**COUNTY OF SAN BENITO**

2301 TECHNOLOGY PKWY.  
HOLLISTER, CA 95023  
T 831.636.4170  
F 831.636.4176

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A copy of the Prevailing Wage Scale is available at the following web site:  
[http://www.dir.ca.gov/DLSR/statistics\\_research.html#PWD](http://www.dir.ca.gov/DLSR/statistics_research.html#PWD)

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## GENERAL CONDITIONS

### 1) BASIC DEFINITIONS:

A. The term "Change Order" shall refer to a written agreement in the form included in these Contract Documents, signed by the County, Owner's Representative, Construction Manager, and Contractor, modifying the Contract.

B. The term "Claim" (see Paragraph 39).

C. The term "Construction Change Directive" (C.C.D.) shall refer to a written directive, signed by County, directing Contractor to perform and/or omit certain work as specified within the Construction Change Directive. The Contractor shall promptly comply with the Construction Change Directive and promptly perform and/or omit the work specified in the Construction Change Directive.

D. The term "Contract" means the Contract Documents.

E. The term "Contract Documents" consists of all documents listed in Paragraph 2, Contract Documents, of these General Conditions.

F. The term "Contract Sum" means the total compensation specified in the Contract. The Contract Sum may be adjusted by Change Order.

G. The term "Contract Time" means the number of days set forth in the Bid within which the full completion of the Contractor's work must be achieved. The Contract Time may be adjusted by Change Order.

H. The term "Contractor" means the person or firm identified as such in the Contract, or its authorized representative.

I. The term "County" means the County of San Benito, its trustees, officers, and employees.

J. The term "Owner's Representative" means the County of San Benito, its officers, employees, and designees. The County may, at any time, without prior notice to or approval by Contractor, replace Owner's Representative with a new Owner's Representative. Upon Contractor's receipt of notice from County of such replacement, Contractor shall recognize such person or firm as Owner's Representative for all purposes under the Contract Documents.

K. The term "Project" means the total of the work and obligations agreed to be performed by Contractor under the Contract.

L. The term "day" means a calendar day unless otherwise specifically noted.

2) CONTRACT DOCUMENTS: The Contract Documents consist of the Notice to Contractors; Instructions to Bidders; Bid; Bidder's Bond; Names and Titles Form; Noncollusion Affidavit; Statement of Compliance; Designation of Subcontractors; Bidder's Qualifications; Guaranty; Contractor's Certificate as to Worker's Compensation; Affidavit Concerning Employment of Undocumented Aliens; Contract; General Conditions; **Plans dated March 10, 2017 and Specifications dated March 10, 2017**; any addenda issued; Change Orders; and any other documents described as such within these Contract Documents.

3) EXAMINATION OF CONTRACT DOCUMENTS AND SITE OF WORK: Each bidder shall examine carefully the site of the work and the Contract Documents, and shall satisfy itself as to the character, quality, and quantity of the surface and subsurface materials or obstacles to be encountered.

The submission of a bid shall be conclusive evidence that the Contractor has satisfied itself through Contractor's own investigation as to the conditions to be encountered; the character, quality, and scope of work to be performed; the materials and equipment to be furnished; and all requirements of the Contract Documents.

Where investigations of subsurface conditions have been made with respect to foundation or other structural design, and that information is made available to Contractor or shown in the Contract

Documents, said information represents only the statement as to the character of materials which have been actually encountered by it in its investigation, and is only made available or included for the convenience of bidders.

Investigations of subsurface conditions are made for the purpose of design, and the County assumes no responsibility whatsoever with respect to the sufficiency or accuracy of borings, the log of test borings, or other preliminary investigations, or of the interpretation thereof, and there is no guaranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the work, or any part of it, or that unanticipated conditions may not occur. When a log of test borings is made available to Contractor or included in the Contract Documents, it is expressly understood and agreed that said log of test borings does not constitute a part of the Contract, and represents only an opinion of the County as to the character of the materials to be encountered, and is made available or included in the Contract Documents only for the convenience of the bidders. Making such information available to bidders is not to be construed in any way as a waiver of the provisions of the first two paragraphs of this section, and bidders must satisfy themselves, through their own investigations, as to conditions to be encountered.

The Contractor shall promptly, and before the following conditions are disturbed, notify the County and Owner's Representative, in writing, of any:

A. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law, including but not limited to PCB's, lead or asbestos.

B. Subsurface or latent physical conditions at the site differing from those indicated.

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

The County shall promptly cause an investigation of the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work, shall issue a Change Order or Construction Change Directive.

In the event that a dispute arises between the County and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date required by the Contract, but shall proceed with all work to be performed under the Contract.

Nothing contained within this Section or the Contract Documents relieves the Contractor of its obligations set forth in the first two paragraphs of this Section.

4) ADDENDA: If discrepancies or apparent errors are found in the Contract Documents prior to the date of bid opening, bidders shall submit a written request for clarification, which response to said request will be given in the form of addenda to all bidders, if time permits. Otherwise, in figuring the work, bidders shall consider that any discrepancies or conflict between Contract Documents shall be governed by Paragraph 21, Intent of Plans and Specifications, and Paragraph 26, Conformance with Codes and Standards, of the General Conditions.

The correction of any discrepancies in, or omissions from the drawings, specifications, or other Contract Documents, or any interpretation thereof, during the bidding period will be made only by an



addendum issued by the Owner's Representative. Each such addendum issued by the Owner's Representative shall be made a part of the Contract. Any other interpretation or explanation of such documents will not be considered binding.

5) BID: The Contractor's bid shall be made on the form provided, with all items filled out, and properly signed. The bid shall be signed in longhand; by the Contractor if an individual, by a member of the partnership, or by an officer of a corporation authorized to sign contracts in its behalf. If made by a corporation, the bid shall show the name of the State under the laws of which the corporation is chartered or organized.

Bidders are warned against making erasures or alterations of any kind on their bid. Bids which contain omissions, erasures, alterations, conditions, or additions not called for may be rejected.

The bid shall be enclosed in a sealed envelope having the name of the Project, as it appears on the bid, and the name and address of the bidder shown thereon.

6) LIST OF SUBCONTRACTORS: In accordance with California Public Contract Code, Chapter 4 (commencing with Section 4100), Part 1, Division 2 of the Public Contract Code of the State of California (Subletting and Subcontracting Fair Practices Act), each bid shall have listed on the form provided with the bid: (a) the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor, in or about the construction of the work or improvement, or a subcontractor licensed by the State of California, who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent (0.5%) of the prime contractor's total bid, and (b) the portion of the work which will be done by each subcontractor. The Contractor shall list only one subcontractor for each such portion as defined by the Contractor in Contractor's bid.

If Contractor fails to specify a subcontractor for any portion of the work to be performed under this Contract in excess of one-half of one percent (0.5%) of the total bid, Contractor agrees to perform that portion itself.

7) WITHDRAWAL OF BID: A bid may be withdrawn at any time prior to the hour fixed in the Notice to Contractors for the opening of bids by a written request of the bidder, filed with the County. The withdrawal of a bid will not prejudice the right of a bidder to file a new bid within the time prescribed.

8) OPENING OF BIDS: Bids will be opened and then read publicly at the time and place indicated in the Notice to Contractors, or as soon thereafter as is reasonable. Bidders or their representatives and others interested are invited to be present.

9) BIDDER'S BOND: The bid must be accompanied by a bidder's bond, certified check, or cashier's check in an amount not less than ten percent (10%) of the amount bid. The bidder's bond must be signed in favor of the County, and the certified check or cashier's check must be made payable to the County of San Benito. The Contractor shall pay to the County such sums from said bond, certified check, or cashier's check as necessary to reimburse the County for costs incurred for failure of the successful bidder to complete, sign and return in strict compliance with these Contract Documents, if requested to do so, Contractor Qualifications Questionnaire, or enter into a contract. The amount of said bond, certified check, or cashier's check shall not be deemed to constitute a penalty or liquidated damages. The County shall not be precluded by such bond, certified check, or cashier's check from recovering from the defaulting bidder damages in excess of the amount of said bond, certified check, or cashier's check incurred as a result of the failure of the successful bidder to complete, sign and return in strict compliance with these Contract Documents, if requested to do so, Contractor Qualifications Questionnaire, or enter into a contract.

10) CONSIDERATION OF BIDS: After the bids have been opened and read, they will be checked for accuracy and compliance with these Contract Documents.

Bid prices shall include everything necessary for the completion of fulfillment of the Contract, including, but not limited to, furnishing all materials, equipment, tools, labor and services, except as may be provided otherwise in the Contract Documents. When a price is quoted in both words and figures, the words shall prevail in case of a discrepancy.

Bid prices shall include allowance for all taxes, including, but not limited to, all Federal, State, and local taxes.

The County reserves the right to reject any and all bids; to waive any minor irregularity in a bid; and to accept one schedule of a bid and reject another.

11) COMPETENCY OF BIDDER: The bidder shall be licensed under the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California to do the type of work contemplated in the Project, and shall be skilled and regularly engaged in the general class or type of work called for under this contract, with at least 5 years of experience in the project type.

12) DISQUALIFICATION OF BIDDERS: More than one bid in the same project trade component from any individual, firm, partnership, corporation, or association, under the same or different names, will not be considered. Reasonable grounds for believing that any bidder is interested in more than one bid for the work will cause the rejection of all bids in which such bidder is interested. If there is reason to believe that collusion exists among the bidders, none of the participants in such collusion will be considered. Any bid in which the prices obviously are unbalanced may be rejected.

13) RELIEF OF BIDDERS: Attention is directed to the provisions of Public Contract Code section 5100, and following, concerning relief of bidders, and in particular to the requirement therein that if the bidder claims a mistake was made in Contractor's bid, the bidder shall give the County written notice within five (5) days after opening of the bids of the alleged mistake, specifying in the notice in detail how the mistake occurred.

14) AWARD OF CONTRACT: Award of the Contract, if awarded at all, will be to the lowest responsive, responsible bidder whose bid complies with the specified requirements. The award, if it be awarded, will be made by the County within sixty (60) days after opening of the bids.

The low bid will be determined by the base bid. The County reserves the right to include in the Contract, if a Contract is awarded, the base bid only, or the base bid plus any alternate bid or combinations of alternates bid.

15) RETURN OF BID GUARANTEES: When the award of the contract has been made, the bid guarantees accompanying the three lowest bids shall be retained. All other guarantees for bids not to be further considered in making the award will be returned. The retained guarantees will be returned when the Contract has been fully signed.

16) SIGNING OF CONTRACT: A Contract shall be signed by the successful bidder in triplicate on the form provided and returned to the County, within ten (10) days after date of dispatch of the Contract forms. After signing by the County, one copy will be delivered to the Owner's Representative, and one copy shall be returned to the Contractor.

If the bidder to whom the award is made fails or refuses to enter into the Contract within ten (10) calendar days from the time the Contract forms are dispatched by the County, Paragraph 9, Bidder's Bond, of these General Conditions shall apply. The County may then award the Contract to

the next lowest responsive, responsible bidder. This will be done after the failure or refusal of the low bidder to enter into the Contract, as is convenient for the County. If the next lowest responsive, responsible bidder fails or refuses to enter into the Contract, then Paragraph 9, Bidder's Bond, of these General Conditions shall apply. The County may then award the Contract to the next lowest responsive, responsible bidder.

17) CONTRACT BONDS: Within ten (10) days of County's dispatch of Notice of Award, the Contractor shall furnish corporate surety bonds to the benefit of the County, issued by a surety company acceptable to the County and authorized and admitted to do business in the State of California, as follows:

A. Faithful Performance Bond -- In a sum not less than one hundred percent (100%) of the total contract price as set forth in the Contract to guarantee the Contractor's faithful performance of all covenants and stipulations of the Contract. The bond shall contain a provision that the surety thereon waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

B. Payment Bond -- In a sum not less than one hundred percent (100%) of the total contract price as set forth in the Contract to guarantee the payment of wage, and bills contracted for materials, supplies, or equipment used in the performance of the Contract. The bond shall be in accordance with the provisions of Sections 3225, 3226, and 3247 to 3252, inclusive, of the Civil Code of the State of California, and Section 13020 of the Unemployment Insurance Code of the State of California. Said bond shall also contain a provision that the surety thereon waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

Faithful Performance Bond and Payment Bond samples are contained within these Contract Documents.

18) NOTIFICATION OF SURETY COMPANIES: The surety companies shall familiarize themselves with all provisions and conditions of the Contract. It is understood and agreed that the surety or sureties waive the right of special notification of any modifications or alterations, omissions or reductions, extra or additional work, extensions of time, or any other act or acts by the County or its authorized agents under the terms of the Contract; and failure to so notify the surety companies of such changes shall in no way relieve the surety or sureties of their obligations under this Contract. The surety expressly waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

19) INSURANCE: Within ten (10) days of County's dispatch of Notice of Award, the Contractor shall furnish a Certificate of Insurance substantiating the fact that Contractor has taken out the insurance hereinafter set forth for the period covered by the Contract with an insurance carrier acceptable to the County and under terms satisfactory to the County. Insurance industry's standard Accord Certificate of Insurance or binder forms shall bear an endorsement precluding the cancellation or reduction of coverage of any policy covered by such Certificate or binder before the expiration of thirty (30) days after the County shall have received notification of such cancellation, suspension, reduction, or voided coverage. Contractor shall immediately furnish copies of its insurance policies required under this Contract to the County upon request. In the event Contractor does not have a Certificate of Insurance or binder evidencing the proper insurance coverages, the Contractor shall not be allowed on the work site.

All insurance policies shall by endorsement include the County of San Benito, its trustees, officers, employees, agents, inspectors, construction managers, project managers, consultants, subconsultants, their employees, and each of them, as additional insureds to protect, as well as to provide the defense of, from all suits, actions, damages, liability, or claims of every type and description to which they may be subjected or put by reason of, or resulting from, the Contractor's performance of the Contract. Contractor's insurance shall apply as primary insurance, and any other

insurance carried by the additional insureds identified above shall apply as excess and will not contribute with this insurance.

Each insurance policy shall include the following provisions: (1) The standard severability of interest clause in the policy and when applicable the cross liability insurance coverage provision which specifies that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage's afforded shall apply as though separate policies had been issued to each insured; (2) It acts as primary insurance, and that no insurance held or owned by the County shall be called upon to cover, either in full or in part, any loss covered under the policy acquired by Contractor; and (3) The stated limits of liability coverage for Commercial/Comprehensive General Liability, and Business Automobile Liability, assumes that the standard "supplementary payments" clause will pay in addition to the applicable limits of liability and that these supplementary payments "are not included as part of the insurance policies limits of liability." If any of the policies indicate that defense costs are included in the general aggregate limit, then the required general aggregate limits shall be a minimum of \$2,000,000 or more at the County's discretion.

If the Contractor fails to maintain such insurance, the County may take out insurance to cover damages of the below-mentioned classes for which the County might be held liable on account of the Contractor failing to pay such damages and deduct and retain the amount of the premium for such insurance from any sums due the Contractor under the Contract. Failure of the County to obtain such insurance shall in no way relieve the Contractor from any of its responsibilities under the Contract.

Without limiting Contractor's duty to indemnify, the minimum insurance coverages to be obtained by the Contractor as hereinabove referred to are as follows:

A. Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$2,000,000 per occurrence. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11 85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000).

B. All Risk Property Coverage or Builders Risk Insurance in an amount equal to or greater than the contract amount and shall cover the full replacement cost of the building and improvements in the event of loss, damage, or destruction by fire or other perils commonly covered by standard extended coverage. Such amount shall be adjusted in accordance with adjustments in the contract amount. The subject insurance policy shall protect the interest of County, Contractor, subcontractors and sub-subcontractors with respect to work performed under this contract, and shall provide broad form all-risks coverage, including insuring against perils of fire, theft, flood, vandalism, malicious mischief, collapse and debris removal. Contractor shall be responsible for all losses to the work performed under this contract until completion of the work and final payment by owner. Contractor shall maintain property insurance until such final payment has been made by owner.

C. Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence. The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

D. Workers' Compensation Insurance, The Contractor shall be a qualified self-insurer or shall carry full Workers' Compensation and Employers' Liability insurance coverage, either through the State Compensation Insurance Fund or a standard approved policy obtained from a licensed insurance carrier for all persons employed, either directly or through subcontractors, in carrying out the work

under this Contract in accordance with the "Workers' Compensation and Insurance Act," Division IV thereof. Employers' limits of liability shall be the prevailing statutory limits of liability.

Any exceptions to the provisions of this section must be delineated in the Contract Documents. In addition, it is understood and agreed that an excess insurance policy or an umbrella policy (following form) may be utilized to meet the above-required limits of liability for Commercial/Comprehensive General Liability, Business Automobile Liability policy, and the Workers' Compensation Employers' Liability.

20) PRE-CONSTRUCTION CONFERENCE: Prior to the start of construction, a conference will be called by the County or Owner's Representative for the purpose of reviewing the construction program with the Contractor. At this conference, the sequence of work, methods of access to the construction site and temporary facilities shall be reviewed by the Contractor and County. Coordination of utilities within the project limits, including relocations and maintenance of existing facilities and additions thereto, shall be confirmed in writing by utility representatives and the Contractor at this conference, or within five (5) working days thereafter.

21) INTENT OF PLANS AND SPECIFICATIONS: It is the intent of these Contract Documents that the work performed under the Contract shall result in a complete operating system in satisfactory working condition with respect to the functional purposes of the installation, and no extra compensation will be allowed for anything omitted but fairly implied. The prices paid for the various items in the bid shall include full compensation for furnishing all labor, materials, tools, equipment, overhead, profit, incidentals, and doing all work necessary to complete the finished product as provided in the Contract Documents.

The specifications and drawings are intended to be explanatory of each other. Any work shown on the drawings, and not in the specifications, or vice versa, is to be treated as if indicated in both. In the case of conflict or inconsistency, the Supplementary Conditions (if any) shall control over the General Conditions, the General Conditions shall control over the Technical Specifications, and the Technical Specifications shall control over the drawings. Figured dimensions shall control over scaled measurements. In all cases, the more costly or expensive interpretation is deemed to control and be the interpretation incorporated into the Contract Documents and Contract Sum.

Organization of the specifications into various subdivisions and the arrangement of the drawings shall not control Contractor in dividing the work among subcontractors or in establishing the extent of work to be performed by any trade.

Unless otherwise stated in the Contract Documents, technical words and abbreviations contained in the Contract Documents are used in accordance with commonly understood construction industry meanings, and nontechnical words and abbreviations are used in accordance with their commonly understood meanings.

The Contract Documents may omit modifying words such as "all" and "any", and articles such as "the" and "an", but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement. The use of the word "including," when following any general statement, shall not be construed to limit such statement to specific items or matters set forth immediately following such word or to similar items or matters, whether or not nonlimiting language (such as "without limitation," "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably be deemed to fall within the broadest possible scope of such general statement.

Whenever the context so requires, the use of the singular number shall be deemed to include the plural and vice versa. Each gender shall be deemed to include any other gender, and each shall include corporation, partnership, trust, or other legal entity whenever the context so requires. The

captions and headings of the various subdivisions of the Contract Documents are intended only as a matter of reference and convenience, and in no way define, limit, or prescribe the scope or intent of the Contract Documents or any subdivision thereof.

Contractor shall assume responsibility for design of systems and fabrications needed to meet performance criterion described in the Contract Documents. Design by Contractor shall include, but is not limited to, concrete form work, casework joinery, fire sprinkler systems, mechanical and electrical systems represented diagrammatically on Contract Drawings. Design shall be governed by descriptive criterion specified for each item. Contractor shall also assume responsibility for temporary structures used to implement construction such as shoring and scaffolding.

22) CLARIFICATION OF CONTRACT DOCUMENTS: Should it appear that the work to be done, or any of the matters relative thereto, are not sufficiently detailed or explained in the Contract Documents, or in the event of any doubt or question arising respecting the true meaning of the Contract Documents, the Contractor shall apply to the Owner's Representative for such further explanations as may be necessary. The Contractor shall thoroughly review all Requests for Information (RFI's) submitted by subcontractors prior to submission to the Owner's Representative to determine whether such RFI's is already answered in the Contract Documents. Contractor represents to County and Owner's Representative, that by submission of an RFI, Contractor has thoroughly reviewed the RFI and thoroughly reviewed the Contract Documents, and determined that the RFI is not answered or reasonably inferable in the Contract Documents, and that the RFI pertains to an unforeseen condition or circumstance that is not described in the Contract Documents, that there is a conflict or discrepancy in the Contract Documents, or there is an omission in the Contract Documents. In the event any RFI is answered or reasonably inferable from the Contract Documents, Contractor agrees to pay the Owner's Representative and County the reasonable cost for their time and expenses associated with reviewing and responding to RFI's which are already answered or reasonably inferable from the Contract Documents. In the event of a disagreement over such compensation, the judgment of the Owner's Representative shall control.

23) PLANS AND SPECIFICATIONS TO BE FURNISHED: The Contractor will be furnished, free of charge, *three* (3) copies of the Contract Documents. The Contractor shall retain an approved complete set of Contract Documents on the job at all times during the progress of the work.

24) SUPPLEMENTAL DRAWINGS AND INSTRUCTIONS: In addition to the drawings incorporated in the Contract at the time of signing, the architect or engineer may furnish such working drawings and supplemental drawings from time to time as may be necessary to make clear, or to define in greater detail, the intent of the Contract drawings and specifications. In furnishing such additional drawings and/or instructions, the architect or engineer shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the nature of the work. These working drawings and supplemental drawings shall become a part of the Contract Documents, and the Contractor shall make its work conform to them.

25) CONFORMANCE WITH CODES AND STANDARDS: All work and materials shall be in full accordance with the latest adopted standards and regulations of the State Fire Marshal; the Uniform Building Code; the National Electrical Code; the Uniform Plumbing Code; Americans With Disabilities Act; Cal OSHA; and all other applicable codes, laws, or regulations. Nothing in these Contract Documents is to be construed to permit work not conforming to these requirements. Contractor agrees that immediately upon signing of the Contract, Contractor will diligently review the Contract Documents and determine if any work described or inferred within the Contract Documents is not in conformance with these requirements. Should Contractor discover work within the Contract Documents not in conformance with these requirements, Contractor agrees to immediately notify Owner's Representative in writing of said nonconformance, and to not proceed with nonconforming work. When the work detailed in the Contract Documents differs from governing codes, it is understood and agreed that the Contract Sum is based upon the more costly or expensive standard.

26) PERSONAL ATTENTION AND SUPERINTENDENCE: The Contractor shall give Contractor's personal attention to, and shall supervise the work to the end that it shall be faithfully prosecuted. Contractor shall keep on the work at all times throughout its progress, a competent superintendent who shall represent the Contractor in Contractor's absence, and shall have complete authority to represent and act for the Contractor. Whenever the Contractor or Contractor's superintendent is not present on a particular part of the work, the Owner's Representative or County may stop the work until the Contractor or Contractor's superintendent arrives.

The Contractor shall be liable for the faithful observation of any instructions delivered to Contractor or to Contractor's authorized representatives. Any order given by the Owner's Representative not otherwise required by the specifications to be in writing will, on request of the Contractor, be given or confirmed by the Owner's Representative in writing.

27) BEGINNING OF WORK: The Notice to Proceed shall constitute authority for the Contractor to enter upon the site of the work and to begin operations, upon condition that the Contractor has strictly complied with all requirements of these Contract Documents, including but not limited to, furnishing all required documentation and certificates of insurance. If Contractor has not provided County with all documents required by these Contract Documents as of the date of the Notice to Proceed, Contractor shall not be allowed on the site of the work or allowed to start work on the Project, notwithstanding the issuance of a Notice to Proceed.

When the Contractor has started work on the Project, the Contractor shall diligently prosecute the work to completion within the time limit provided in the Contract Documents.

The Contractor shall give the County and Owner's Representative at least two (2) working days' notice of Contractor's intention to start work, specifying the time, date, and location at which the Contractor intends to begin.

Contract time shall begin five (5) days after the date of dispatch of the Notice to Proceed, whether or not Contractor is allowed on the work site due to Contractor's failure to furnish County with all documentation required by these Contract Documents. In no event shall there be a period of time greater than thirty (30) days, from the time the Contract is dispatched by the County to the Contractor and the commencement of the Contract Time, regardless of the receipt or lack thereof by County of all documents required by these Contract Documents.

28) PROGRESS SCHEDULE: The County's receipt of a proposed progress schedule and monthly updated progress schedules, all in strict compliance with these Contract Documents shall be conditions precedent to the Owner's Representative's or County's approval of the Contractor's periodic pay requests and/or the County's obligation to request payment be issued to Contractor.

The Contractor shall, to every reasonable extent, carry on the work of construction of the various elements of the project concurrently, and shall not defer construction of any portion of the work in favor of any other portion without the express written approval of the Owner's Representative or County.

29) RESPONSIBILITY FOR ACCURACY: The Contractor shall obtain all necessary measurements for and from the work, and shall check dimensions, elevations, and grades for all layout and construction work and shall supervise such work, the accuracy for all of which Contractor shall be responsible. Each subcontractor shall adjust, correct, and coordinate Contractor's work with the work of others so that no discrepancies will result in the whole work.

Contractor shall be responsible for verifying that all information and data contained and set forth in all of Contractor's submittals that may be required by the Contract Documents, comply in all respects with the Contract Documents.

30) EFFECT OF INSPECTION OR USE: Neither the inspection by an inspector, County, Owner's Representative, construction manager, architect, engineer, or anyone acting in their behalf, nor any measurement, approved modification, submittal, shop drawing, order, or certificate, nor acceptance of any part or whole of the work, or payment of money, nor any possession or use by the County or its agents, shall operate as a waiver of any provisions of the Contract or of any power or authority reserved therein, or of any right to damages thereunder; nor shall the waiver of any breach of this Contract be held to be a waiver of any subsequent or other breach.

31) INSPECTION: All work done and all materials and equipment furnished under this Contract shall be subject to the inspection and approval of the Owner's Representative and/or County. They shall at all times have access to the work during its construction, and shall be furnished with every reasonable facility and assistance for ascertaining that the materials and workmanship are in accordance with the requirements and intent of the Contract Documents. Any work constructed without inspection as provided above, except with the specific written consent or approval of the Owner's Representative and Construction Manager, or constructed contrary to the instructions or orders of the Owner's Representative, Construction Manager, or his or her authorized representative, must, if requested by the Owner's Representative or County, be uncovered for examination and properly restored at the Contractor's expense.

The inspection of the work by County, the County's Inspector(s), Construction Manager, architect, engineer, consultants or anyone acting in their behalf, does not relieve the Contractor of any of Contractor's obligation to fulfill the Contract as prescribed. Any work, materials, or equipment not meeting the requirements and intent of the Contract Documents shall be rejected, and unsuitable work or materials shall be made good, notwithstanding the fact that such work or materials may have previously been inspected or approved and payment therefor may have been made. If nonconforming work, materials, or equipment not meeting the requirements and intent of the Contract Documents is discovered, and the Contractor fails to remedy the nonconforming work, materials, or equipment, or the County agrees in writing to accept the nonconforming work, materials, or equipment, Contractor agrees to sign a Change Order or otherwise reimburse County in a sum equal to the cost to remedy the nonconforming work, materials, or equipment. It is expressly understood and agreed that the County will be entitled to recover from Contractor the full cost of remedying nonconforming work, materials, or equipment, and that diminution in value will not be considered as a method for valuing the County's damages for nonconforming work, materials, or equipment, and further that the doctrine of economic waste will not be a defense to the County's recovery from Contractor of the full and complete cost and expense of remedying nonconforming work, materials, or equipment.

Re-examination of any work may be ordered by the County, Construction Manager and/or the Owner's Representative, and such work must be uncovered by the Contractor. The Contractor shall pay the entire cost of such uncovering, re-examination, and replacement if the work does not conform to the Contract Documents.

32) REMOVAL OF REJECTED MATERIALS OR WORK: The Contractor shall, upon request and without delay, remove from the site of the work, all rejected or condemned materials of any kind brought to, or incorporated in, the work. No such rejected or condemned materials shall again be offered for use in any work under the Contract. All work which has been rejected shall be remedied, or removed and replaced, by the Contractor in a manner acceptable to the County at Contractor's expense.

Upon failure of the Contractor to comply within forty-eight (48) hours with any written order of the County or Owner's Representative made under this section, or to make satisfactory progress in so



doing, the County may cause such rejected materials to be removed, or such rejected work to be remedied, or removed and replaced, and deduct and retain the costs from any sums due or to become due to the Contractor.

33) USE OF COMPLETED PORTIONS: The County shall have the right at any time during the progress of this work to take over and place in service any completed or partially completed portion of the work, notwithstanding the time for completion of the entire work or such portions which may not have expired; but such taking possession thereof shall not be deemed an acceptance of any of the work, nor work on those portions not completed in accordance with the Contract Documents.

34) MEANS AND METHODS: Neither Owner's Representative nor County will have control over, be in charge of, nor be responsible for construction means, methods, techniques, sequences, or procedures, or for the safety precautions and programs in connection with the work, since these are solely Contractor's responsibility, unless otherwise required by the Contract Documents.

35) DELAYS: The Contractor agrees to complete all of its work required in the Contract Documents, or any subsequent revisions or modifications thereto, within the time specified in the Bid Bid, subject to Change Orders increasing or decreasing the time specified. It is agreed by the parties to this Contract that time is of the essence to the performance of this Contract by Contractor, and that in case all work called for under the Contract is not completed in all respects and requirements within the time called for in the Contract Documents, plus any agreed upon extensions of time, damage will be sustained by the County.

36) EFFECT OF EXTENSION OF TIME: The granting of an extension of time for the completion of the work on account of delays which, in the judgment of the County, are unavoidable delays, or granted for the performance of extra or additional work, shall in no way operate as a waiver on the part of the County of any of its rights under this Contract.

37) CLAIMS: A Claim is any request by Contractor to adjust, alter, modify, or otherwise change the Contract Sum or the Contract Time, or both. A Claim must be stated with specificity, including identification of the event or occurrence giving rise to the Claim, the date of the event, and the asserted affect on the Contract Sum and the Contract Time, if any. The Claim shall include adequate supporting data. Adequate supporting data for a Claim for an adjustment of the Contract Time shall include scheduling data demonstrating the impact of the event on the critical path and completion of the Project. Adequate supporting data for a Claim for an adjustment in the Contract Sum shall include a detailed cost breakdown of items included within the Claim and documentation supporting each item of cost.

Contractor shall submit all Claims to the County before proceeding to perform the work, or portions of the work, giving rise to such Claim. Contractor hereby expressly waives any Claims of which Contractor was aware, whether or not the exact amounts of such Claims were ascertainable, and that are not submitted to the County prior to Contractor proceeding to perform the work, or portions of the work, giving rise to such Claims.

All Claims shall be submitted to County and Owner's Representative for decision within fifteen (15) days after the event or occurrence giving rise to the Claim. Contractor hereby expressly waives all Claims not made within the aforesaid time limit.

Claims must be submitted to County before the date of final payment. Contractor hereby expressly waives all Claims not submitted, in complete and proper form, on or before the date of final payment.

Contractor expressly waives any Claims for delay or adjustment to the Contract Time if the Contractor fails to provide written notice to County within three (3) days of the event or occurrences giving rise to the delay. Said written notice shall include the event or occurrence giving rise to the

delay, the estimated duration of the delay, and the impact of the event or occurrence upon the critical path and completion of the Project. Contractor will not be entitled to adjustments to the Contract Time for delays attributable to weather, unless such delays are attributable to weather which is abnormal and delays the completion of the Project. Abnormal is to be based upon locally recognized annual weather patterns for the month in which the abnormal weather occurs.

As used herein, the following terms shall have the following meanings:

"Excusable Delay" means any delay of the completion of the Project beyond the expiration of the Contract Time caused by conditions beyond the control and without the fault or negligence of the Contractor such as strikes, embargoes, fire, unavoidable casualties, unusual delays in transportation, national emergency, and stormy and inclement weather conditions in which the work cannot continue. The financial inability of the Contractor or any subcontractor and default of any subcontractor, without limitation, shall not be deemed conditions beyond the Contractor's control. An Excusable Delay may entitle the Contractor to an adjustment in the Contract Time.

"Compensable Delay" means any delay of the completion of the work beyond the expiration date of the Contract Time caused by the gross negligence or willful acts of the County or Owner's Representative, and which delay is unreasonable under the circumstances involved, and not within the contemplation of the parties. A Compensable Delay may entitle the Contractor to an extension of the Contract Time and/or Contract Sum. Except as provided herein, the Contractor shall have no claim for damage or compensation for any delay, interruption, hinderance, or disruption.

"Inexcusable Delay" means any delay of the completion of the Project beyond the expiration of the Contract Time resulting from causes other than those listed above. An Inexcusable Delay shall not entitle the Contractor to an extension of the Contract Time or an adjustment of the Contract Sum.

The Contractor may make a Claim for an extension of the Contract Time, for an Excusable Delay or a Compensable Delay, subject to the following:

A. If an Excusable Delay and a Compensable Delay occur concurrently, the maximum extension of the Contract Time shall be the number of days from the commencement of the first delay to the cessation of the delay which ends last.

B. If an Inexcusable Delay occurs concurrently with either an Excusable Delay or a Compensable Delay, the maximum extension of the Contract Time shall be the number of days, if any, by which the Excusable Delay or the Compensable Delay exceeds the Inexcusable Delay.

C. If an Inexcusable Delay occurs concurrently with both an Excusable Delay and a Compensable Delay, the maximum extension in the Contract Time shall be the number of days, if any, by which the number of days determined pursuant to Subparagraph (a) exceeds the number of days of the Inexcusable Delay.

D. For a Compensable Delay, the Contractor shall only be entitled to an adjustment in the Contract Sum in an amount equal to the actual additional labor costs, material costs, and unavoidable equipment costs incurred by the Contractor as a result of the Compensable Delay, plus the actual additional wages or salaries and fringe benefits and payroll taxes of supervisory and administrative personnel necessary and directly employed at the Project site for the supervision of the work during the period of Compensable Delay. Except as provided herein, the Contractor shall have no claim for damage or compensation for any delay, interruption, hinderance, or disruption. There shall be no Compensable Delay unless the event or occurrence giving rise to the Compensable Delay extends the actual completion of the Project past the Contract Time.

The parties agree that the County's exercise of its rights to order changes in the work, regardless of the extent and number of changes, or to suspend the work, is within the contemplation of the parties and shall not be the basis for any Claim for Compensable Delay. The rights of the Contractor to adjustments of the Contract Time and the Contract Sum, based on changes ordered in the work or suspension of the work, shall be solely governed by this provision.

38) FALSE CLAIMS: California Penal Code section 72, provides that any person who presents for payment with intent to defraud any County board or officer, any false or fraudulent claim, bill, account, voucher, or writing, is punishable by fines not exceeding ten thousand dollars (\$10,000.00) and/or imprisonment in the state prison.

Government Code sections 12650, et seq., pertains to civil penalties that may be recovered from persons (including corporations, etc.) for presenting a false claim for payment or approval, presents a false record or statement to get a false claim paid or approved, or other acts, to any officer or employee of any political subdivision of the State of California. Any person or corporation violating the provisions of Government Code sections 12650, et seq., shall be liable for three times the amount of the damages of the political subdivision, plus a civil penalty, plus costs.

All Claims by Contractor, shall include the following certification, properly completed and executed by Contractor or an officer of Contractor:

I, \_\_\_\_\_, BEING THE \_\_\_\_\_ (MUST BE AN OFFICER) OF \_\_\_\_\_ (CONTRACTOR), DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA, AND DO PERSONALLY CERTIFY AND ATTEST THAT: I HAVE THOROUGHLY REVIEWED THE ATTACHED CLAIM FOR ADDITIONAL COMPENSATION AND/OR EXTENSION OF TIME, AND KNOW ITS CONTENTS, AND SAID CLAIM IS TRUTHFUL AND ACCURATE; THAT THE AMOUNT REQUESTED ACCURATELY REFLECTS THE CONTRACT ADJUSTMENT FOR WHICH THE OWNER IS LIABLE; AND, FURTHER, THAT I AM FAMILIAR WITH CALIFORNIA PENAL CODE SECTION 72 AND CALIFORNIA GOVERNMENT CODE SECTION 12650, ET SEQ, PERTAINING TO FALSE CLAIMS, AND FURTHER KNOW AND UNDERSTAND THAT SUBMISSION OR CERTIFICATION OF A FALSE CLAIM MAY LEAD TO FINES, IMPRISONMENT AND/OR OTHER SEVERE LEGAL CONSEQUENCES.

Submission of a Claim, in conformance with all of these requirements of this Contract, and rejection of all or part of said Claim by County, is a condition precedent to any action by Contractor against County, including but not limited to, the filing of a lawsuit or making demand for arbitration, if arbitration is expressly provided for in this Contract.

39) CHANGES: The County may request that Contractor provide County with estimated costs for proposed changes to the work. Contractor agrees to promptly provide County with detailed, itemized costs for proposed changes to the work and scheduling data demonstrating the impact, if any, of the proposed changes to the work on the Contract Time. Adjustments, if any, in the amount to be paid the Contractor by reason of any modifications of the work as set forth in a Contract Change Order, Construction Change Directive, or arising from Claims shall be determined by one or more of the following methods as elected by the County:

- A. Lump Sum Price - By an acceptable lump bid from the Contractor.
- B. Unit Prices - By unit prices fixed by agreement between the County and the Contractor.
- C. Force Account - By ordering the Contractor to proceed with the work and to keep and present in such form as the Owner's Representative or County may direct, a correct account of the cost of the change, together with all vouchers and associated

documentation therefor. The Contractor will be paid for labor, materials, and equipment rental actually used on the Change Order work as follows:

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

(1-1) Actual Wages - The actual wages paid shall include any reasonable employer payments to or on behalf of the workmen for health and welfare, pension, vacation, and similar purposes.

(1-2) Labor Surcharge - The labor surcharge to be added to the actual wages shall be the reasonable cost of all additional payments made to, or on behalf of the workers, other than actual wages, as required by State or Federal laws, including by way of example but not limited to, workers' compensation, SUTA, FUTA and FICA.

(1-3) Subsistence and Travel Allowance - The actual reasonable and necessary subsistence and travel allowance paid to such workers.

(2) Materials - The actual cost of the materials to the purchaser, whether the Contractor, a subcontractor, or other forces. If the Contractor does not furnish satisfactory evidence of the cost of such materials, it shall be deemed to be the lowest current wholesale price at which such materials are available in the quantities concerned delivered to the job site. The County reserves the right to furnish such materials as it deems advisable, and the Contractor shall have no claims for costs or profit on such County furnished materials.

(3) Equipment - The use of equipment shall be paid for at the rates listed for such equipment in the current compilation of rental rates of the State of California, Department of Transportation (CalTrans) Division of Highways, applicable to San Benito County or competitive local rental rates of established rental agencies serving the area of the work, whichever is less. If the equipment is not shown on the above-mentioned list, Contractor shall be paid such hourly rental rates as are agreed upon by the Contractor and the Owner's Representative prior to use of the equipment, except that in no case shall such agreed hourly rate exceed the rental rates of established distributors or equipment rental agencies serving the area, plus thirty-three and one-third percent (33-1/3%) for the cost of fuel, oil, lubrication, and field repairs and maintenance.

If the equipment is moved on to the work and used exclusively for extra work, the Contractor will be paid for the cost of transporting it to the job and returning it to its original location. The rental period shall begin when the equipment is unloaded at the site of the extra work, and shall include each day that the equipment is at the site of, and performing or utilized for, such extra work, excluding Saturdays, Sundays, and legal holidays, unless extra work is performed on such days, and shall terminate at the end of the day on which such extra work is completed or the Owner's Representative directs the Contractor to discontinue the use of such equipment.

The rental time to be paid for equipment already on the work, or which is used for other than such extra work, shall be the actual time the equipment is in operation on the extra work, plus the time required to move the equipment to the site of the extra work and return it to its original location.

To the totals as computed above, shall be added the following percentages for profit and overhead:

Labor	Fifteen Percent (15%)
Materials	Fifteen Percent (15%)
Equipment Rental	Fifteen Percent (15%)

For Change Order work performed by a subcontractor, compensation for such work shall be based on all direct costs as listed in the subcontractor's portion of the bid plus the above percentages. The Contractor may add ten percent (10%) to the subcontractor's bid for Contractor's overhead and profit. Contractor may also add actual cost of subcontractor's bond (if any) and a markup on such bond not to exceed one percent (1%). Overhead and profit for all tiers of Contractor and subcontractors shall in no event exceed fifteen percent (15%) of the cost of the work. Distribution of the overhead and profit among the Contractor and the subcontractors is the responsibility of the Contractor.

The allowances for overhead and profit as enumerated in the preceding subparagraphs shall include full compensation for any and all items of overhead including but not limited to, superintendence, field overhead, home office overhead (absorbed and unabsorbed), Contractor bonds, insurance, general conditions, clean-up, safety meetings, mandated programs and processing of Claim and Change Order documents.

The amount of payment agreed upon or, in the absence of agreement, selected by the County shall be set forth in the Change Order or Construction Change Directive.

40) PAYMENTS: Within ten (10) days after signing the Contract, but in any event prior to the first application for payment, Contractor shall submit to Owner's Representative and County a cost breakdown of the Contract Sum. The cost breakdown shall itemize, as separate line items, the cost of each work activity and all other costs, including warranties, record documents, insurance, bonds, overhead expenses, and the total allowance for profit, the total of which shall equal the Contract Sum. The cost breakdown shall include a separate line item cost for each activity listed on Contractor's initial (as-planned) schedule. The cost breakdown, when accepted by the County and Owner's Representative, shall become the basis for determining the cost of work performed for the Contractor's applications for payment.

On or before the first (1st) day of the month, Contractor shall submit to Owner's Representative an itemized application for payment for the cost of the work in permanent place, as approved by the Owner's Representative, which has been completed in accordance with the Contract Documents as of the twentieth (20th) day of the preceding month, less amounts previously paid. The application for payment shall be prepared in a form acceptable to County and Owner's Representative, and shall contain itemized amounts in accordance with the cost breakdown. The applications for payment shall not include requests for payment on account of changes which have not been authorized by Change Orders, or for amounts Contractor does not intend to pay a subcontractor because of a dispute or other reason. By submission of an application for payment, Contractor represents to County that all work for which Contractor is seeking compensation, has been performed in strict compliance with these Contract Documents.

If requested by the County, an application for payment shall be accompanied by a summary showing payment that will be made to subcontractors covered by such application, and unconditional waivers and releases of claims and stop notices, from each subcontractor listed in the preceding application for payment covering sums disbursed pursuant to that preceding application for payment.

Contractor warrants that upon submittal of an application for payment, all work for which certificates of payment have been previously issued and payment has been received from County,

shall be free and clear of all claims, stop notices, security interests, and encumbrances in favor of Contractor, subcontractors or other persons or firms entitled to make claims by reason of having provided labor, materials, or equipment related to the work.

Approval of all, or any part, of an application for payment may be withheld, a certificate of payment may be withheld, and all or part of a previous certificate for payment may be nullified and that amount withheld from a current certificate for payment, on account of any of the following:

- (a) Defective work not remedied;
- (b) Third-party claims against Contractor or County arising from the acts or omissions of Contractor or subcontractors;
- (c) Stop notices;
- (d) Failure of Contractor to make timely payments due to subcontractors for material or labor;
- (e) A reasonable doubt that the work can be completed for the balance of the Contract Sum then unpaid;
- (f) Damage to the County or others for which Contractor is responsible;
- (g) Reasonable evidence that the work cannot be completed within the Contract Time, and the unpaid balance of the Contract Sum would not be adequate to complete the work and cover County's damages for the anticipated delay;
- (h) Failure of Contractor to maintain, update, and submit record documents;
- (i) Failure of Contractor to submit schedules or their updates as required by the Contract Documents;
- (j) Performance of the work by Contractor without properly processed shop drawings;
- (k) Liquidated damages assessed;
- (l) Any other failure of Contractor to perform its obligations under the Contract Documents.

By action of the County's Board of Supervisors, a fund has been established, money encumbered in the current budget, and assigned to the account which is the sole source of funds available for payment of the Contract Sum. Contractor understands and agrees that Contractor will be paid only from this special fund and if for any reason this fund is not sufficient to pay Contractor, Contractor will not be entitled to payment. The availability of money in this fund, and County's ability to draw from this fund, are conditions precedent to County's obligation to make payments to Contractor.

Within thirty (30) days of receipt of an approved certificate for payment, properly executed by the Contractor, Owner's Representative, County's inspector of record for the Project (if any) and County's Auditor, County agrees to pay Contractor, subject to all of the terms and conditions of these Contract Documents, an amount equal to ninety percent (90%) of the sum of the following (less any amounts withheld as permitted by the Contract Documents):

- (a) Cost of the work in permanent place as of the end of the preceding month as set forth and approved on the certificate for payment;
- (b) Less amounts previously paid;
- (c) Less amounts withheld by County as allowed in the Contract Documents.

Within forty (40) days of recordation of a Notice of Completion, County agrees to, subject to all of the terms and conditions of these Contract Documents, pay the remaining contract balance, after all offsets and subject to the withholding of amounts due from Contractor.

41) COST AND PRICING DATA: All cost and pricing data submitted by the Contractor to the County with respect to any change, prospective or completed, or any claim for extra compensation shall be a true, complete, accurate, and current representation of actual cost and pricing of the work. The Owner's Representative or his or her authorized representative may require a formal certification as to cost and pricing data submitted by the Contractor. Certification shall be in the form acceptable to County.

42) PROCEED WITH WORK: Notwithstanding the making of any Claim or the existence of any dispute regarding any Claim, Contractor shall not cause any delay, cessation, or termination in or of Contractor's performance of the work, but shall diligently proceed with performance of the work in accordance with the Contract Documents.

43) ACCESS TO RECORDS: The Owner's Representative and/or County, or their authorized representatives, shall have access, upon reasonable notice, during normal business hours, to Contractor and subcontractors' books, documents and accounting records, including but not limited to, bid worksheets, bids, subcontractor bids, estimates, cost accounting data, accounting records, payroll records, time sheets, cancelled checks, profit and loss statements, balance sheets, project correspondence including but not limited to all correspondence between Contractor and its sureties and subcontractors/vendors, project files, scheduling information, and other records of the Contractor and all subcontractors directly or indirectly pertinent to the work, original as well as change and claimed extra work, to verify and evaluate the accuracy of cost and pricing data submitted with any Change Order, prospective or completed, or any Claim for which additional compensation has been requested or notice of potential Claim has been tendered.

Such access shall include the right to examine and audit such records, and make excerpts, transcriptions, and photocopies at County's cost.

The parties agree that in the event Contractor or any subcontractor fails to comply with this section, it would be difficult for the County to determine its actual damages; therefore, Contractor agrees to pay County, as liquidated damages, the sum of two hundred dollars (\$200.00), which Contractor agrees is reasonable under the circumstances, for each and every calendar day which Contractor or a subcontractor fails or refuses to provide the County, Owner's Representative, and/or their authorized representatives, access to the materials specified in this section.

Contractor agrees to impose upon its subcontractors by appropriate subcontract provision, the obligations of this section of the General Conditions.

44) DISMISSAL OF UNSATISFACTORY EMPLOYEES: If any person employed by the Contractor, or any subcontractor, shall fail or refuse to carry out the directions of the Owner's Representative or County; or, in the opinion of the Owner's Representative or County, is incompetent, unfaithful, intemperate, or disorderly; uses threatening or abusive language to any person representing the Owner's Representative or County on the work; or is otherwise unsatisfactory, he or she shall be removed from the work immediately, and shall not again be employed on the work.

45) TERMINATION OF UNSATISFACTORY SUBCONTRACTS: When any portion of the work which has been subcontracted by the Contractor is not being prosecuted in a satisfactory manner, the subcontract for such work shall be terminated immediately by the Contractor upon written notice from the Owner's Representative or County, and the subcontractor shall not again be employed on the type of work in which his or her performance was unsatisfactory.

46) TEMPORARY SUSPENSION OF WORK: The County shall have the authority to suspend the work wholly or in part for such period as it may deem necessary, due to unsuitable weather, lack of adherence to safety regulations, or to any other conditions it considers unfavorable for the suitable prosecution of the work, or for such time as it may deem necessary, due to the failure on the part of the Contractor to carry out orders given or to perform any provisions of the Contract, or for any other reason. The Contractor shall immediately comply with such written order of the County to suspend the work wholly or in part. The suspended work shall be resumed only when conditions are favorable or methods are corrected, as ordered or approved in writing by the County.

If a suspension of the work is ordered by the County due to the failure on the part of the Contractor to carry out orders or to perform any provisions of the Contract, the days on which the suspension order is in effect shall count against the Contract time, and shall not in any way modify or invalidate any of the provisions of this Contract, and the Contractor shall not be entitled to any damages or compensation on account of such suspension or delay.

47) TERMINATION OF CONTRACTOR'S CONTROL OVER THE WORK: Whenever, in the opinion of the County, the Contractor has failed to supply an adequate force of labor, equipment, or materials of proper quality, or has failed in any other respect to prosecute the work with the diligence specified in the Contract; or if Contractor should refuse or fail to comply with laws, ordinances, or directions of the Owner's Representative; or if Contractor should fail to make prompt payments to subcontractors or for labor or materials; or otherwise be in breach of this Contract; the County may give written notice of at least five (5) calendar days to the Contractor and Contractor's sureties that if the defaults are not remedied within a time specified in such notice, the Contractor's control over the work will be terminated.

If the Contractor should be adjudged bankrupt, or make an assignment for the benefit of Contractor's creditors, or if a receiver should be appointed on account of Contractor's insolvency, the County may declare the Contractor's control over the work terminated, and so notify the Contractor and Contractor's sureties.

Upon such termination, the County may take possession, and use all or any part, of the Contractor's materials, tools, equipment, and appliances upon the premises to complete the work; the County assuming responsibility for the final relinquishment of such equipment at the conclusion of the work, or sooner, at its option, in as good condition as when it was taken over, reasonable wear and tear excepted; and the County agrees to pay for such materials and the use of said equipment at a reasonable compensation.

Upon such termination or the County's declaration that the Contractor is in default, the County may direct the surety to complete, or cause to be completed, the Contract work, or the County may direct that all or any part of the work be completed by day labor, or by employment of other contractors on informal contracts, or both. If the County directs the surety to complete or cause to be completed, the Contract work, Contractor's performance bond surety agrees to immediately undertake to complete or cause to be completed, all Contract work.

If the Contractor's control over the work is terminated as provided above, the Contractor is not entitled to receive any portion of the amount to be paid under the Contract until it is fully completed. After completion, if the unpaid balance exceeds the sum of the amount expended by the County in finishing the work, plus all damages sustained, or to be sustained, by the County, plus any unpaid claims on account of labor, materials, tools, equipment, or supplies contracted for by the Contractor for the work herein contemplated, the excess not otherwise required by these Contract Documents to be retained shall be paid the Contractor. If the sum so expended exceeds the unpaid balance, the Contractor and Contractor's surety are liable to the County for the amount of such excess. If the surety completes the Contract work as provided above, such surety shall be subrogated to money due under the Contract, and to money which shall become due in the course of completion by the surety. However, Contractor and Surety agree that any subrogation rights of surety are subordinate to and inferior to rights of County.

The County reserves the right to terminate the work for its convenience upon written notice to Contractor. In such event, the Contractor shall be paid its reasonable costs for that portion of the work performed to the date of termination, reasonable costs associated with demobilization, plus fifteen percent (15%) of all such costs for overhead and profit.



48) FINAL INSPECTION, FIELD ACCEPTANCE, AND ACCEPTANCE: The Contractor shall notify the Owner's Representative in writing of the completion of the work, and the architect, engineer or Construction Manager/designated County Inspector of record shall inspect the work. The Contractor, or Contractor's representatives, may be present at the inspection. The Contractor will be notified in writing of any defects or deficiencies to be remedied prior to final acceptance. Within ten (10) calendar days of such notification, the Contractor shall proceed to correct such defects or deficiencies. When notified that this work has been completed, the architect or engineer will again inspect the work to satisfy itself that all work has been done in accordance with the Contract Documents, and will issue a final acceptance letter, and will recommend to the County that they formally accept the work. Final acceptance by the County shall cause the commencement of guarantee periods. Within ten (10) days of final acceptance (approval by Board of Supervisors) of all work required by these Contract Documents, a Notice of Completion will be filed with the County Recorder of San Benito County.

49) CLEANING UP: Throughout the construction period, the Contractor shall keep the site of the work in a presentable and safe condition, dispose of any surplus materials, clean out all drainage ditches and structures, and repair any fences or other property damaged during the progress of the work, to the satisfaction of the Owner's Representative and County.

Upon completion of the work, and prior to requesting final inspection, the Contractor shall thoroughly clean the site of the work of all rubbish, excess material, and equipment, and all portions of the work shall be left in a neat and orderly condition. The final inspection will not be made until this has been accomplished.

If Contractor fails or refuses to fulfill these obligations to the County's satisfaction, County may, at its option, undertake these obligations, and withhold the cost of performing these obligations, plus an additional fee of twenty-five percent (25%) for administrative costs, from payments to Contractor.

50) COMPLIANCE WITH LAWS AND REGULATIONS: The Contractor shall keep itself fully informed of, and shall observe and comply with, and shall cause any and all persons, firms, or corporations employed by Contractor or under him, to observe and comply with all State and national laws, and County and municipal ordinances, regulations, orders, and decrees which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work. Particular attention is called to the following:

A. HOURS OF LABOR - Eight hours of labor shall constitute a legal days' work, and the Contractor or any subcontractor under him, in the performance of the Contract, shall not require more than eight hours of labor in any calendar day, and forty hours of labor in any calendar week, from any person employed by Contractor in the performance of the work under this Contract, except as permitted under the provisions of Section 1815 of the Labor Code of the State of California. The Contractor shall forfeit, as penalty to the County, fifty dollars (\$25.00) for each workman employed by Contractor or any subcontractor under Contractor in the performance of the Contract for each calendar day during which any workman is required or permitted to labor more than eight hours and for each calendar week during which any workman is required or permitted to labor more than forty hours, in violation of the provisions of such Labor Code.

No work other than overtime and shift work shall be done between the hours of 7:00PM and 7:00AM, except such work as is necessary for the proper care and protection of the work already performed or except in case of an emergency; excepting that overtime and/or shift work may be established by the Contractor with reasonable notice and the written permission of the Owner's Representative.

B. PREVAILING WAGE - Pursuant to Section 1770, and following, of the California Labor Code, the Contractor shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. A copy of the Prevailing Wage

Scale is available at the following web site: [http://www.dir.ca.gov/DLSR/statistics\\_research.html#PWD](http://www.dir.ca.gov/DLSR/statistics_research.html#PWD). Failure to pay such prevailing wages shall subject the employer to the penalties set forth in Labor Code Section 1775.

C. LABOR DISCRIMINATION - Contractor shall comply with Section 1735 of the Labor Code of the State of California, which prohibits discrimination in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

D. APPRENTICES - Attention is directed to Section 1777.5 of the Labor Code of the State of California concerning employment of apprentices, and the Contractor is required to comply with the provisions of said Section.

E. TRAVEL AND SUBSISTENCE PAYMENTS - Attention is directed to the requirements of Section 1773.8 of the Labor Code of the State of California. The Contractor shall make travel and subsistence payments to each workman needed to complete the work in accordance with the requirements in said Section 1773.8.

F. WORKERS' COMPENSATION - Pursuant to the requirements of Section 1860 of the Labor Code, the Contractor is required to secure the payment of Workers' Compensation to Contractor's employees in accordance with the provisions of Section 3700 of the Labor Code.

Prior to the commencement of work, the Contractor shall sign and file with the Owner's Representative a certification in the following form:

"I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation, or to undertake self insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract."

Said certification is included in the Contract, and signature and return of the Contract as provided in Paragraph 16 of these General Conditions, "Signing of Contract," shall constitute signing and filing of the said certificate.

G. USE OF PESTICIDES - The Contractor shall comply with all rules and regulations of the Department of Food and Agriculture, the Department of Health, the Department of Industrial Relations, the County Integrated Pest Management (IPM) program, and all other agencies which govern the use of pesticides required in the performance of the work on the Contract.

Pesticides shall include, but shall not be limited to, herbicides, insecticides, fungicides, rodenticides, germicides, nematocides, bactericides, inhibitors, fumigants, defoliants, desiccants, soil sterilants, and repellents.

Any substance or mixture of substances intended for preventing, repelling, mitigating, or destroying weeds, insects, diseases, rodents, or nematodes, and any substance or mixture of substances intended for use as a plant regulator, defoliant, or desiccant shall be considered a pesticide.

H. PAYROLL RECORDS - Attention is directed to Section 1776 of the California Labor Code, a portion of which is quoted below. Regulations implementing said Section 1776 are located in Section 16000, and Sections 16401 through 16403 of Title 8, California Administrative Code. The Contractor shall be responsible for compliance by Contractor's subcontractors.

(1) Each contractor and subcontractor shall keep an accurate payroll record showing the name, address, Social Security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by him or her in conjunction with the public work.

(2) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

(a) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(b) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

(c) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection and copies thereof made; provided, however, that a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the contractor.

(3) Each contractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within ten (10) days after receipt of a written request.

(4) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and Social Security number. The name and address of the contractor awarded the contract or performing the contract shall not be marked or obliterated.

(5) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five (5) working days provide a notice of a change of location and address.

(6) In the event of noncompliance with the requirements of this section, the contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects the contractor must comply with this section. Should noncompliance still be evident after the ten-day period, the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Apprenticeship

Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

The penalties specified in subdivision (f) of Labor Code Section 1776 for noncompliance with the provisions of said Section 1776 may be deducted from any moneys due or which may become due to the Contractor.

I. REPORTING REQUIREMENTS AND SANCTIONS - Failure to deliver to County specific information, records, reports, certifications, or any other documents required for compliance with these Contract Documents shall be considered noncompliance.

Contractors found by the County to be in noncompliance are to be advised of the specific deficiencies and urged to make immediate corrections. They should also be advised that monetary deductions may be made for failure to effect corrections or delinquencies.

If the Contractor fails to correct a deficiency within fifteen (15) days after notification, a deduction may be made. In such cases, the deduction shall be ten percent (10%) of the estimated value of the work done during the month, except that the deduction will not exceed ten thousand dollars (\$10,000.00), nor be less than one thousand dollars (\$1,000.00), and shall be deducted from the next progress payment.

Deductions for noncompliance will be in addition to all other deductions provided for in this Contract, and will apply irrespective of the number of instances of noncompliance. Deductions may be made separately and additively for each estimate period in which a new deficiency appears. When all deficiencies for a period have been corrected, the deduction covering that period will be released on the next progress payment. Otherwise, the deduction will be retained.

51) RESPONSIBILITY OF THE CONTRACTOR: The Contractor shall do all of the work and furnish all labor, materials, tools, equipment, and appliances, except as otherwise herein expressly stipulated, necessary, or proper for performing and completing the work herein required, including any Change Order work, disputed work or extra work directed by the County or Owner's Representative, within the time specified.

If the Contractor discovers any discrepancies during the course of the work between the Contract Documents and conditions in the field, or any errors or omissions in the Contract Documents and conditions in the field, or any errors or omissions in the Contract drawings, specifications, or layout given by stakes, points, or instructions, it shall be the Contractor's duty to inform the Owner's Representative immediately, and the Owner's Representative shall promptly verify the same. Any work done after such discovery until authorized in writing by the Owner's Representative will be done at the Contractor's risk.

In no case shall the use of subcontractors in any way alter the position of the Contractor or Contractor's sureties with relation to this Contract. When a subcontractor is used, the responsibility for every portion of the work shall still remain with the Contractor.

The Contractor shall pay, when due, all valid claims of subcontractors, suppliers, and workmen with respect to the project.

The mention herein of any specific duty or responsibility imposed upon the Contractor shall not be construed as a limitation or restriction of any other responsibility or duty imposed upon the Contractor by the Contract, said reference being made herein merely for the purpose of explaining the specific duty or responsibility.

52) INDEMNIFICATION:

A. CONTRACTOR'S PERFORMANCE: Contractor shall defend, indemnify, and save harmless County and Owner's Representative (including their inspectors, construction managers, project managers, trustees, officers, agents, members, employees, affiliates, consultants, subconsultants, and representatives), and each of them, of and from any and all claims, demands, suits, causes of action, damages, costs, expenses, attorneys' fees, losses, or liability, in law or in equity, of every kind and nature whatsoever arising out of, or in connection with, Contractor's operations to be performed under this Contract, including, but not limited to:

- (1) Personal injury (including, but not limited to, bodily injury, emotional injury or distress, sickness, or disease) or death to persons, including, but not limited to, any employees or agents of Contractor, County, Owner's Representative, Construction Manager, or any subcontractor, or damage to property of anyone including the work itself (including loss of use thereof), caused or alleged to be caused in whole or in part by any negligent act or omission of Contractor, County, or Owner's Representative, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable;
- (2) Penalties threatened, sought, or imposed on account of the violation of any law, order, citation, rule, regulation, standard, ordinance, or statute, caused by the action or inaction of Contractor;
- (3) Alleged infringement of any patent rights which may be brought arising out of Contractor's work;
- (4) Claims and liens for labor performed or materials used or furnished to be used on the job, including all incidental or consequential damages from such claims or liens;
- (5) Contractor's failure to fulfill any of the covenants set forth in these Contract Documents;
- (6) Failure of Contractor to comply with the provisions of the Contract Documents relating to insurance; and,
- (7) Any violation or infraction by Contractor of any law, order, citation, rule, regulation, standard, ordinance, or statute in any way relating to the occupational, health, or safety of employees.

The indemnities set forth in this section shall not be limited by the insurance requirements set forth in these Contract Documents.

Contractor's indemnification of County will not include indemnification for claims which arise as the result of the active negligence of County, or the sole negligence or willful misconduct of County, its agents, servants or independent contractors who are directly responsible to County, or for defects in design furnished by such persons.

53) PERMITS AND LICENSES: The Contractor shall procure all permits and licenses necessary for the normal conduct of its business and construction operations, and all costs associated therewith shall be paid by Contractor.

The Environmental Quality Act of 1970 may be applicable to permits, licenses, and other authorizations which the Contractor must obtain from local agencies in connection with performing the work of the Contract. The Contractor shall comply with the provisions of said statutes in obtaining such

permits, licenses, and other authorizations, and they shall be obtained in sufficient time to prevent delays to the work.

In the event that the County has obtained permits, licenses, or other authorizations applicable to the work in conformance with the requirements in said Environmental Quality Act of 1970, the Contractor shall comply with the provisions of said permits, licenses, and other authorizations.

54) PROTECTION OF COUNTY AGAINST PATENT CLAIMS: The Contractor shall assume all costs arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the work.

55) PROTECTION OF WORKERS: The Contractor shall conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety and any other governing body having jurisdiction over the work. The Contractor shall immediately replace or repair any unsafe ladder, scaffolding, shoring, or bracing, or correct any other dangerous or hazardous situation that may exist or that the Owner's Representative may indicate. Failure of the Owner's Representative to suspend the work or notify the Contractor of the inadequacy of the safety precautions or noncompliance with the law shall not relieve the Contractor of this responsibility.

The Contractor is warned that when the work involves existing sewers and appurtenances that have been exposed to sewage and industrial wastes, these facilities shall be considered contaminated with disease-causing organisms. Personnel in contact with contaminated facilities, debris, waste water, or similar items shall be advised by the Contractor of the necessary precautions that must be taken to avoid becoming diseased. It is the Contractor's responsibility to urge his/her personnel to observe a strict regimen of proper hygienic precautions, including any inoculations recommended by the local public health officer.

Because of the potential danger of solvents, gasoline, and other hazardous material in the existing sewers and storm drain pipes, these areas shall be considered hazardous. The Contractor shall be aware of these dangers and shall comply with Article 108, "Confined Spaces," of the General Industrial Safety Orders contained in Title 8 of the California Administrative Code.

In the event that this Contract requires the excavation of any trench or trenches in excess of five feet in depth, Contractor shall prepare a detailed design plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trenches. Said detailed design plan and subsequent excavating operations shall fully comply with all local, state and federal regulations including, but not limited to, the Construction Safety Orders, Section 1539, Permits and Section 1540 et seq., Excavation.

A. Safety Program. When requested by County, Contractor shall submit a proposed safety program which outlines the precautions to be taken by contractor to insure the safety of County employees and the public.

B. Material Safety Data Sheets.

(1) Contractor shall provide the County with copies of current Material Safety Data Sheets (MSDS) on all products subject to the requirements of California Code Section 5144. The MSDS submittals will be required prior to the issue of a Notice to Proceed.

(2) Contractor shall conduct operations in such a way as to comply with manufacturers' recommendations contained in Material Safety Data Sheets.

56) PROTECTION OF MATERIALS AND EQUIPMENT: The Contractor shall protect the work, materials, and equipment from damage due to the nature of the work, the action of the elements,

trespassers, or other causes. The Contractor shall properly store materials and equipment, and erect such temporary structures as are required to protect them from damage, including, but not limited to, construction fencing.

57) SANITARY PROVISIONS: The necessary sanitary conveniences for the use of the workers on the project, properly obscured from public observance, shall be constructed and maintained by the Contractor.

58) EXISTING UTILITIES: It is recognized by the Contractor that the location of existing utility facilities as shown on Contract drawings and specifications are approximate; their exact location is unknown.

Recognition is given to the fact that there may be additional utilities existing on the property unknown to either party to the Contract. Location of utilities as shown on drawings and specifications represent the best information obtainable from utility maps and other information furnished by the various agencies involved. The County warrants neither the accuracy nor the extent of actual installations as shown on the drawings and specifications.

Because of this uncertainty, it may become necessary for the Owner's Representative to make adjustments in the line or grade of sewers or storm drains. Installation of such adjusted lines shall be made at the regular unit price bid for the work, and no additional compensation will be paid therefor, unless the scope and character of the work has been changed.

The Contractor agrees and is required to coordinate and fully cooperate with the County and utility owners for the location, relocation, and protection of services and utilities. The Contractor's attention is directed to the existence of services and utilities, underground and overhead, necessary for normal house and commercial service for all buildings along the line of work. The Contractor shall make arrangements with utility owners and Underground Service Alert (USA) for the location of all service or utility lines in advance of the actual construction and for the relocation of such facilities, if necessary, by the utility owner or the Contractor.

In accordance with Section 4215 of the Government Code of the State of California, the County shall make provisions to compensate the Contractor for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such main and trunk line utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. Compensation will be in accordance with Paragraph 41, Changes, and subject to all of the requirements of Paragraph 39, Claims, of the General Conditions. In the event the Contractor discovers utilities not identified in the Contract Documents, the Contractor shall immediately notify the Owner's Representative and the utility owner by the most expeditious means available and later confirm in writing.

It is understood and agreed that the failure of the Contractor or its subcontractor to comply fully with these provisions constitutes failure of the Contractor to exercise reasonable care and precludes Contractor's recovery from County for any related costs or damages.

59) COOPERATION WITH OTHERS: The County or adjacent property owner may perform other work adjacent to or within the project area, concurrent with the Contractor's operations. The Contractor shall cooperate fully with County in all operations which coincide with other work being performed, and provide County with such scheduling and other information as may be required by County to perform such other work. The Contractor shall conduct operations to minimize interference with the work of other forces or contractors performing such work. This work performed by a second contractor may include work which is incomplete or in dispute with the Contractor.

Any disputes or conflicts which may arise between the Contractor and any other forces or contractors retained by the County, causing delays or hindrance to each other, shall be referred to the Owner's Representative for resolution.

If the work of the Contractor is delayed because of any acts or omissions of any other forces or contractor, the Contractor shall on that account have no claim against the County other than for an extension of time.

60) AIR POLLUTION CONTROL: The Contractor shall comply with all air pollution control rules, regulations, ordinances, and statutes which apply to any work performed pursuant to the Contract, including any air pollution control rules, regulations, ordinances, and statutes specified in Section 11017 of the Government Code.

Unless otherwise provided in the Contract Documents, material to be disposed of shall not be burned.

61) WATER POLLUTION: The Contractor shall comply with all rules, regulations, ordinances, and statutes which apply to water pollution, including but not limited to, erosion control and Section 7-1.G of the State specifications.

62) SOUND CONTROL REQUIREMENTS: The Contractor shall comply with all sound control and noise level rules, regulations, and ordinances which apply to any work performed pursuant to the Contract.

Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler.

63) UNFAVORABLE WEATHER AND OTHER CONDITIONS: During unfavorable weather and other conditions, the Contractor shall pursue only such portions of the work as will not be damaged thereby. No portions of the work the satisfactory quality or efficiency of which will be affected by any unfavorable conditions shall be constructed while these conditions remain, unless, by special means or precautions acceptable to the Owner's Representative, the Contractor shall be able to overcome these conditions.

64) WEEKEND, HOLIDAY, AND NIGHT WORK: No work shall be done between the hours of 7:00PM and 7:00AM, or on Sundays or legal holidays, except with written permission of the County and Owner's Representative. Requests to work between 7:00PM and 7:00AM, or on Sundays or legal holidays, must be submitted in writing at least two working days in advance of the intended work. In case of an emergency, the Contractor will be allowed to work at night or on Sundays or legal holidays, but must notify the Owner's Representative immediately. An emergency shall be considered an unforeseen event that poses a danger to the public or to the uncompleted work.

It is understood, however, that two or three shift operations may be established as a regular procedure by the Contractor if Contractor first obtains written permission from the County and Owner's Representative. Such permission may be revoked by the County or Owner's Representative at any time, without cause, or if the Contractor fails to maintain adequate force and equipment for reasonable prosecution and to justify inspection of the work, or fails to provide sufficient artificial light to permit the work to be carried on properly and safely and to permit proper inspection.

The Contractor shall give the County and Owner's Representative two working days prior written notice of any work to be done on a Saturday, with the location and type of work to be done specified; and any work done without such notice and without the supervision of an inspector may be ordered removed and replaced at the Contractor's expense.



65) OVERLOADING: The Contractor shall determine safe loading capacities and shall not overload any structure beyond its safe capacity during construction. In addition to assuming full responsibility for bodily injury resulting from any such overloading, the Contractor shall repair to the Owner's Representative's satisfaction or reimburse the County for the costs of repairing damage resulting therefrom.

66) SUBCONTRACTING AND ASSIGNMENT: The performance of the Contract may not be assigned except upon written consent of the County, and no assignment shall be permitted which would relieve the original Contractor or Contractor's surety of their responsibilities under the Contract.

67) NON-RECOGNITION OF SUBCONTRACTORS: No subcontractor will be recognized as such, and all persons engaged in the work under this Contract will be considered as employees of the Contractor, and their work shall be subject to all the provisions of the Contract. The County and its representatives will deal only with the Contractor, who shall be responsible for the proper performance of the entire work. Except as otherwise provided in the Contract Documents, or when direct communications have been specifically authorized, the County and Contractor shall communicate through Owner's Representative. Communications by Contractor with the County's consultants and architect or engineer's consultants shall be through the Owner's Representative. Communications by the Owner's Representative with subcontractors shall be through the Contractor.

68) LANDS AND RIGHTS OF WAY: The County shall provide the lands, rights of way, and easements upon which the work under this Contract is to be done, and such other lands as may be designated on the Contract drawings for the use of the Contractor, and the Contractor shall confine Contractor's operations to within these limits.

The Contractor shall provide, at Contractor's own expense, any additional land and access thereto that may be required for temporary construction facilities or storage of materials.

69) LIABILITY OF COUNTY OFFICIALS: Neither the Owner's Representative, nor officers, employees, agents, or representatives of the County, nor any of them, shall be responsible for any liability arising under this Contract, except such obligations as are specifically set forth herein.

70) CONTRACTOR NOT AN AGENT OF THE COUNTY: The right of general supervision shall not make the Contractor an agent of the County, and the liability of the Contractor for all damages to persons or to public or private property arising from the performance of the work shall not be lessened because of such general supervision.

71) THIRD-PARTY CLAIMS: The Contractor shall be responsible for all third-party claims, and for costs or injuries incurred by a third party which result from the operations of the Contractor, or its performance under the Contract.

72) GUARANTEE: Should any failure of the work occur within a period of one year after recordation of the notice of completion of the project or portions thereof or within any designated warranty period, which can be attributed to faulty materials, poor workmanship, or defective equipment, the Contractor shall promptly make the needed repairs at Contractor's expense.

The County is hereby authorized to make such repairs if the Contractor fails to make or undertake with due diligence the aforesaid repairs within ten (10) days after Contractor is given written notice of such failure and without notice to the surety provided, however, that in case of emergency where, in the opinion of the County, delay would cause serious loss or damages, or a serious hazard to the public, the repairs may be made or lights, signs, and barricades erected, without prior notice to the Contractor or surety, and the Contractor shall pay the entire costs thereof.

73) ASSIGNMENT OF ANTITRUST ACTIONS: Pursuant to Section 4552 of the Government Code of the State of California, the following provisions shall be a part of this Contract:

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15), or under 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 the awarding body tenders final payment to the contractor without further acknowledgment by the parties.

74) LEGAL ADDRESS OF THE CONTRACTOR: Both the address given in the bid and the Contractor's office in the vicinity of the work are hereby designated as places to either of which drawings, letters, notices, or other articles or communications to the Contractor may be mailed, transmitted electronically or delivered. The mailing, electronic transmission, or delivery to either of these places shall be deemed sufficient notice thereof upon the Contractor. Nothing herein contained shall be deemed to preclude the service of any drawing, letter, notice, article, or communication to, or upon, the Contractor or Contractor's representative personally. The address named in the bid may be changed at any time by written notice from the Contractor to the Owner's Representative.

75) SURVEYS: When set forth in the Contract Documents that the Contractor is to provide all staking and engineering services, the Contractor shall be responsible to do all necessary staking and engineering services to layout and control the work to the elevations, lines, and dimensions shown on the plans. Any deviations must receive prior written acceptance of the Owner's Representative. All staking and engineering services affecting the line or elevation of underground drainage, sewers, or utilities, and all other work within public rights of way or easements shall be performed by or under the direction and supervision of a Registered Civil Engineer or Licensed Land Surveyor, licensed by the state of California.

The Contractor shall keep the Owner's Representative informed, at least two working days in advance, of the times and places at which Contractor will need lines, elevations, and reference points. Unless authorized by the Owner's Representative, any work done without line and grade will be done at the Contractor's risk. The Contractor shall be responsible for the accuracy of Contractor's own layout work, and shall be liable for the preservation of all established lines and grades. Stakes damaged or destroyed by the operations of the Contractor will be replaced at Contractor's expense.

76) MATERIALS OR EQUIPMENT SPECIFIED BY NAME: When any materials or equipment is indicated or specified by patent or proprietary name or by the name and catalogue number of the manufacturer, it shall be considered as used for convenience in describing the material or equipment desired. The use of an alternative material or equipment which is of equal quality and of the required characteristics for the purpose intended may be permitted. Request for such substitution shall be made in writing by the Contractor within thirty (30) days of the Notice to Proceed. Failure by the Contractor to request substitution within thirty (30) days of the Notice to Proceed constitutes an agreement by Contractor to furnish only the materials or equipment listed in the Contract Documents. Until and unless such substitutions are accepted by the Owner's Representative, no deviations from the specifications shall be allowed. The burden of proof as to the quality and suitability of the alternative shall be upon the Contractor. The County shall be the sole judge as to the quality and suitability of alternative materials or equipment, and its decision shall be final.

77) PROPERTY RIGHTS IN MATERIAL: Nothing in this Contract shall be construed as vesting in the Contractor any right of property in the materials used, after they have been installed, attached, or affixed to the work, but all such materials shall be the property of the Contractor and the

County jointly as their interest may appear, and cannot be removed from the work without the consent of the County.

78) CONTRACTOR'S EQUIPMENT: The Contractor shall provide adequate and suitable equipment and means of construction to meet all the requirements of the work, including completion within the time allotted. Only equipment suitable to produce the quality of work required will be permitted to operate on the project, and specific types of equipment may be requested on component parts of the work.

In any case where the use of a particular type or piece of equipment has been banned, or in cases where the Owner's Representative has condemned for use on the work, any piece or pieces of equipment, the Contractor shall promptly remove such equipment from the site of the work. Failure to do so within a reasonable time may be considered a breach of contract.

79) MISCELLANEOUS PROVISIONS: This Contract shall bind and inure to the heirs, devisees, assignees, and successors in interest of Contractor, and to the successors in interest of County, in the same manner as if such parties had been expressly named herein.

If any claim or dispute arises between the parties, the claim or dispute shall first be submitted to mediation utilizing the services of a neutral mediator. If the parties cannot agree upon the selection of a neutral mediator, the matter shall be submitted to Judicial Arbitration and Mediation Services for the selection of a neutral mediator. The parties shall share equally the costs associated with the mediation.

This Contract shall be governed by the laws of the State of California.

If any one or more of the provisions contained in the Contract should be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

This Contract constitutes the full and complete understanding of the parties, and supersedes any previous agreements or understandings, oral or written, with respect to the subject matter hereof. The Contract may only be modified by a written instrument signed by both parties.

Contractor hereby assigns to County all its first-tier subcontracts now or hereafter entered into by Contractor for performance of any part of the work. The assignment will be effective upon acceptance by County in writing, and only as to those subcontracts which County designates in writing. Such assignment is part of the consideration to County for entering into the Contract with Contractor, and may not be withdrawn.

80) PUBLIC CONTRACT CODE SECTION 20104, ET SEQ.:

Public Contract Code section 20104, et seq., requires that the following language be set forth in the specifications:

§ 20104 Application of article; provisions included in plans and specifications

- (a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.
- (2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any

disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

- (b) (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.
- (2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.
- (c) The provisions of this article or a summary thereof shall be set forth in the plans or specification for any work which may give rise to a claim under this article.
- (d) This article applies only to contracts entered into on or after January 1, 1991.

**§ 20104.2. Claims; requirements; tort claims excluded**

For any claim subject to this article, the following requirements apply:

- (a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
- (b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.
- (2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
- (3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.
- (c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.
- (2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

- (d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.
- (e) Following the meet and confer conference, if the claim or any portion remains in dispute, the 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 Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time 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.
- (f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

**§ 20104.4. Civil action procedures; mediation and arbitration; trial de novo; witnesses**

The following procedures are established for all civil actions filed to resolve claims subject to this article:

- (a) Within 60 days, but no earlier than 30 days, following the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.
- (b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.  
  
(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the

arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(4) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

**§ 20104.6. Payment on undisputed portion of claim; interest on arbitration awards or judgments**

- (a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.
- (b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

## **SUPPLEMENTAL CONDITIONS**

1) **TIME OF COMPLETION.** The Contractor shall complete all or any designated portions of the work called for under the contract in all parts and requirements within 90 calendar days (except as modified in the technical specifications). The contractor shall submit a time line for construction within 10 working days upon award of the contract. Contract time shall begin five (5) days after the date of dispatch of the Notice to Proceed.

It is the intent of the County to minimize disruptions to ongoing County operations during construction projects. A total of 90 calendar days have been allowed for this project.

The bidding and construction schedule for this project is as follows:

March 28 – April 13, 2017	Bidding Period
April 13, 2017	Bid Opening
April 25, 2017	Construction Award (Anticipated)
May 8, 2017	Construction Notice to Proceed (Anticipated)
May 8, 2017 – July 8, 2017	Construction period (Anticipated)

For the purpose of computing liquidated damages all days in excess of the allowed number of construction days, that the contract is in the construction phase, shall be considered in excess of the allowed number of calendar days for the overall project.

2) **LIQUIDATED DAMAGES.** Time is of the essence in this contract. It is agreed by the parties to the contract that in case all the work called for under the contract in all parts and requirements is not finished or completed within the number of calendar days as set forth in the Special Conditions, damage will be sustained by the County, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the County will sustain in the event of and by reason of such delay; and it is therefor agreed that the Contractor will pay to the County the sum set forth below per day for each and every calendar day's delay in finishing the work in excess of the number of calendar days prescribed; and the Contractor agrees to pay said liquidated damages herein provided for, and further agrees that the County may deduct the amount thereof from any moneys due or that may become due the Contractor under the contract.

If adverse weather conditions are the basis for a Claim for additional time, such claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated and that weather conditions had an adverse effect on the critical path schedule.

Claims due to adverse weather, when approved, shall be excusable but not compensable.

It is further agreed that in the event the Contractor fails to complete work and all requirements under this. Agreement within the number of calendar days specified, the County shall have the right (but not the obligation) to increase the number of calendar days, as the County may in its sole discretion deem best to serve its interests.

The Contractor will be granted an extension of time and will not be assessed with liquidated damages for any portion of the delay in completion of the work beyond the time named in the Special Conditions for the completion of the work caused by acts of God or of the public enemy, fire, storms, floods, tidal waves, earthquakes, shortage of materials and freight embargoes, provided that the Contractor shall notify the Engineer in writing of the causes of delay within fifteen (15) days from the

beginning of any such delay. The Engineer shall ascertain the facts and the extent of the delay, and his findings thereon shall be final and conclusive.

The Contractor shall pay to the County of San Benito a sum of \$500 per day for each and every calendar day's delay in finishing the work in excess of the number of calendar days prescribed in the Time of Completion. Completion of the project includes correction of any punch list items identified by the Project Design Team.

3) FACILITIES WITH ASBESTOS CONTAINING MATERIALS The County of San Benito has conducted limited surveys of its facilities to determine the presence of Asbestos Containing Materials (ACM).

The contractor shall be responsible for ensuring that any subcontractors, workmen, or others associated with the work on this project have been notified of the presence of asbestos containing materials at the construction site if known, and have been properly instructed to approach all work with caution. If during the course of construction, materials are discovered that are suspected to contain ACM, the contractor shall stop work and notify the County project manager immediately. Within one (1) week of the project manager's notification to the Occupational Safety and Health Division (OSH) of the County, material will be sampled and the results posted at the construction site. Construction shall not resume until approval to proceed has been obtained from OSH. The time accrued during the period when the contractor first notifies the County of a bona fide suspicion that a project area contains ACM until the time when construction is allowed to proceed, shall not count towards the required time of completion as indicated in Section 1 of the Supplemental Conditions, provided the contractor is unable to perform work as specified during the delay and all other provisions of the specifications.

The contractor shall be responsible for informing all subcontractors, workmen or other persons associated with the project of the contents of this notification letter and any special safety precautions to be taken. If no notification letter is attached, then either the building area has not been surveyed or no ACM have been detected in areas sampled. The contractor shall bring any questions or concerns regarding ACM to the immediate attention of the County project manager.

Asbestos notification letters are included in these bid documents for any ACM previously discovered in the area of construction. The asbestos notification letter identifies areas that have been surveyed for asbestos. However, it should be noted that the surveys conducted are not comprehensive wall-to-wall surveys. Any materials not surveyed and noted within the letters may be suspect to contain asbestos.

Under no circumstances shall a contractor remove asbestos on County facilities, unless that contractor is properly licensed and has been specifically hired by the County for the sole purpose of asbestos abatement as directed by the County's Occupational Safety & Health Division.

4) SAFETY REQUIREMENTS ON ALL COUNTY PROJECTS All General or Prime Contractors will be responsible for their Employees, and subcontractors. It will be up to them to enforce all safety regulations set forth by the County and Cal-OSHA. This will include all safety ware and equipment necessary to provide a safe work environment for all workers and the public in and around the job site.

1. The use of safety ware and equipment, such as eye protection, ear protection, and other required safety equipment would be strictly enforced.
2. Work areas will be marked off and safe paths provided for county employees and the general public.
3. Noise and dust will need to be contained and kept to a minimum when working in occupied areas, and may require after hours work.
4. When work above the floor or ground is required, proper use of ladders and safety harness or railing will be enforced.
5. All welding, cutting or brazing will require a fire-watch with a fire extinguisher.



6. All Contractors are responsible for their equipment and must ensure that it is safe and in good working order. All electrical equipment to be used on site will be checked by the Project Manager.
7. All Contractors are required to clean up their work area daily. Materials not used will be stored neatly or removed from the site.
8. Material Safety Data Sheets for any materials used on the project are required per OSHA standards. **No storage or disposal of hazardous materials on site is allowed.**
9. For any work site/facility that is equipped with a security system, or that has doors that must remain locked, the entering of this site/facility or shutdown of the security system will need to be authorized by the Project Manager and/or the Building Maintenance Superintendent.
10. The Project Manager will explain all policies and procedures regarding emergency alarms and exits and will also give a tour of the fire exits.
11. A dress code is required within the county facilities. Work attire will be neat and clean, and will meet OSHA requirements. No t-shirts, shorts, or open-toed shoes will be permitted.
12. The County of San Benito has all non-smoking facilities. Smoking is permitted only in designated areas outside of work site.



**COUNTY OF SAN BENITO**  
**STATE OF CALIFORNIA**

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between County of San Benito, a political subdivision of the State of California, hereinafter referred to as County, and \_\_\_\_\_, hereinafter referred to as Contractor;

WITNESSETH:

WHEREAS, the Board of Supervisors of said County of San Benito heretofore caused plans and specifications for the work hereinafter mentioned to be prepared, and thereafter did approve and adopt said plans and specifications; and,

WHEREAS, the Board of Supervisors of County of San Benito did cause to be noticed for the time and in the manner required by law a Notice inviting sealed bids for the performance of said work; and,

WHEREAS, Contractor, in response to such Notice, submitted to the Board of Supervisors of said County of San Benito within the time specified in said Notice, and in the manner provided for therein, a sealed bid for the performance of the work specified in said plans and specifications, which said bid, and the other bids submitted in response to said Notice, the Governing Board of County of San Benito publicly opened and canvassed in the manner provided by law; and,

WHEREAS, Contractor was the lowest responsive, responsible bidder for the performance of said work, and said Board of Supervisors of County of San Benito, as a result of the canvass of said bids, did determine and declare Contractor to be the lowest responsive, responsible bidder for the work and award to it a contract therefore.

NOW, THEREFORE, in consideration of the above, it is mutually agreed between the parties hereto as follows, to wit:

1. The CONTRACTOR will commence and complete the construction of the following public work project:

SAN BENITO COUNTY VETERANS MEMORIAL PARK IRRIGATION SYSTEM IMPROVEMENTS – PWB-1706

2. The CONTRACTOR shall do all of the work and furnish all of the materials, supplies, tools, equipment, labor, and other services necessary to construct and complete in a good, workmanlike and substantial manner and to the COUNTY'S satisfaction, the project as described in the Invitation for Bids package, including all of the CONTRACT DOCUMENTS.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 5 calendar days after the date of the Notice To Proceed and will complete the same within 90 calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the work described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \_\_\_\_\_ (\$\_\_\_\_\_).
5. The term "CONTRACT DOCUMENTS" means and includes the following, all of which documents are incorporated herein by reference:
  - a. INVITATION FOR BIDS "THE BID PACKAGE" INCLUDING BUT NOT LIMITED TO THE FOLLOWING:
    - (1) INVITATION FOR BIDS
    - (2) INSTRUCTIONS FOR SUBMITTING BIDS

- (3) GENERAL TERMS AND CONDITIONS
- (4) AWARD OF BID
- (5) DEPARTMENT OF PUBLIC WORKS GENERAL INSTRUCTIONS
- (6) SPECIFICATIONS AND REQUIREMENTS
- (7) ADDENDA:

No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_ No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_

b. THE ACCEPTED BID INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

- (1) SIGNATURE SHEET
- (2) BID COST SHEET
- (3) REFERENCE LIST
- (4) SUBCONTRACTOR LIST
- (5) NON-COLLUSION DECLARATION

c. NOTICE OF AWARD

d. CONTRACT, SIGNED BY THE COUNTY AND THE CONTRACTOR

e. PERFORMANCE BOND

f. PAYMENT BOND

g. NOTICE TO PROCEED

h. FUTURE CHANGE ORDERS

All CONTRACT DOCUMENTS are intended to cooperate, so that any work called for in one and not mentioned in another is to be executed the same as if mentioned in all. However, should there be any conflict between the terms of this instrument and the CONTRACTOR'S bid, then this instrument shall control. Where the specific terms and conditions in any of the referenced CONTRACT DOCUMENTS conflict with general terms and conditions in any referenced CONTRACT DOCUMENTS, the more specific terms and conditions shall be deemed to control. However, the general terms and conditions in any referenced CONTRACT DOCUMENTS shall remain in full force and effect, to the extent they do not conflict with the specific terms and conditions in any referenced CONTRACT DOCUMENTS.

- 6. The COUNTY will pay to the CONTRACTOR in the manner and at such times set forth in the CONTRACT DOCUMENTS such amounts as required by the CONTRACT DOCUMENTS.
- 7. The statement of prevailing wages appearing in the General Prevailing Wage Rates, as established by the California Department of Industrial Relations, is hereby specifically referred to and by this reference is made a part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said bid conflicting herewith.
- 8. During the performance of this Contract, Contractor agrees as follows:
  - a. During the performance of this Contract, Contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability, medical condition (cancer related), marital status, pregnancy, age (over 18), sex, sexual orientation, veteran's status or any other non-merit factor unrelated to job duties. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

- b. The Contractor shall, in all solicitations or advertisements for employees by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, pregnancy, sex, sexual orientation, age (over 18), veteran status, or any other non-merit factor unrelated to job duties.
- c. The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Contract.
9. This CONTRACT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
10. The following individuals are the parties CONTRACT Administrators:

COUNTY'S Contract Administrator:

Name: \_\_\_\_\_  
Title: RMA Director  
Address: 2301 Technology Parkway  
Phone: 831-636-4170  
Fax: 831-636-4176  
E-mail: \_\_\_\_\_

CONTRACTOR'S Contract Administrator:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_

This CONTRACT shall not be effective unless and until approved by a duly authorized representative of County of San Benito and San Benito County Counsel.

IN WITNESS WHEREOF, County of San Benito and Contractor have caused this Agreement to be signed as of the day and year first above written.

**COUNTY OF SAN BENITO**

Date \_\_\_\_\_

\_\_\_\_\_  
RMA Director

**APPROVED AS TO LEGAL FORM:**

San Benito County Counsel's Office

\_\_\_\_\_  
Shirley L. Murphy, Deputy County Counsel

**CONTRACTOR (FIRM)**

Date \_\_\_\_\_ By \_\_\_\_\_

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

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

Fax: \_\_\_\_\_

Date \_\_\_\_\_



## PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, THAT WHEREAS the County of San Benito, State of California, hereinafter designated as the "Obligee," has on \_\_\_\_\_, 20\_\_\_\_, awarded to \_\_\_\_\_ hereinafter designated as "Principal," a contract for the construction of \_\_\_\_\_ (Contract No.) \_\_\_\_\_, and

WHEREAS, said Principal is required to furnish a bond in connection and with said contract, providing that if said Principal, or any of his or its subcontractors, shall fail to pay for any materials, provisions, or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the Surety on this bond will pay the same to the extent hereinafter set forth:

NOW, THEREFORE, We, the Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto the Obligee in the penal sum of \_\_\_\_\_ lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, or any of his or its subcontractors, shall fail to pay any of the persons named in Section 3181 of the Civil Code of the State of California, or any amounts due under the Unemployment Insurance Code with respect to such work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department of the State of California, from the wages of employees of the Principal and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code of the State of California with respect to such work or labor, as required by the provisions of Section 3225 and following of the Civil Code of the State of California, then said Surety will pay the same in, or to an amount not exceeding the amount, hereinabove set forth, and also will pay, in case suit is brought upon this bond, reasonable attorneys' fees to such claimant and to the Obligee as shall be fixed by the Court.

This bond is issued pursuant to Civil Code Sections 3247 through 3252, inclusive, of the State of California, and shall inure to the benefit of any and all persons, companies, and corporations named in Section 3181 of said Civil Code so as to give a right of action to them or their assigns in any suit brought upon this bond.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or to the work to be performed thereunder, or the specifications accompanying the same shall, in any way, affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract, or to the work or to the specifications. Said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

IN WITNESS WHEREOF, the above-bounden parties have signed this instrument under their seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body.

(SEAL)

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Signature for Principal

\_\_\_\_\_  
Title of Signatory

(SEAL)

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Signature of Surety

\_\_\_\_\_  
Title of Signatory

(This bond must be submitted in sets of four, each bearing original signatures. The signature of the Attorney-In-Fact for the Surety must be acknowledged by a Notary Public. These bonds must be accompanied by a current Power of Attorney appointing such Attorney-In-Fact.)



**Bond Number:**

**Premium:**

**FAITHFUL PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that WHEREAS the County of San Benito, State of California, hereinafter designated as the "Obligee," has on \_\_\_\_\_, 20\_\_\_\_, awarded to \_\_\_\_\_ hereinafter designated as the "Principal," a contract for the construction of \_\_\_\_\_

\_\_\_\_\_ (Contract No. \_\_\_\_\_), and

WHEREAS said Principal is required, under the terms of the Contract, to furnish a bond for the faithful performance of said Contract:

NOW, THEREFORE, We, the Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto the Obligee in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns shall in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions, and agreement in the said Contract, and any alterations made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Obligee, its officers and agents as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue, and Principal and Surety, in the event suit is brought on this bond, will pay to the Obligee such reasonable attorneys' fees as may be fixed by the Court.

As a condition precedent to the satisfactory completion of the said Contract, the above obligation in said amount shall hold good for a period of one (1) year after the completion and acceptance of the said work, during which time if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns shall fail to make full, complete, and satisfactory repair and replacements or totally protect the said Obligee from loss or damage made evident during said period of one (1) year from the date of acceptance of the work, and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the above obligation in the said sum shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligation of the Surety hereunder shall continue so long as any obligation of the Principal remains.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or to the work to be performed thereunder, or the specifications accompanying the same, shall, in any way, affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract, or to the work or to the specifications. Said Surety hereby waives the provisions of Section 2819 and 2845 of the Civil Code of the State of California.

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

(SEAL)

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Signature for Principal

\_\_\_\_\_  
Title of Signatory

(SEAL)

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Signature of Surety

\_\_\_\_\_  
Title of Signatory

(The signature of the Attorney-In-Fact for the Surety must be acknowledged by a Notary Public, and this bond must be accompanied by a current Power of Attorney appointing such Attorney-In-Fact. This bond must be submitted in sets of four, each bearing original signatures.)



# **PROCUREMENT REQUIREMENTS**

# COUNTY OF SAN BENITO ADMINISTRATIVE OFFICE



County Administration Building • 481 Fourth Street • Hollister, CA 95023-3840  
831.636.4000 • 831.636.4010 fax • [www.san-benito.ca.us](http://www.san-benito.ca.us)

## NOTICE TO CONTRACTORS

### **San Benito County Veterans Memorial Park Irrigation System Improvements**

#### **PROJECT: PWB-1706**

Sealed bids shall be delivered to the San Benito County Resource Management Agency, 2301 Technology Parkway, Hollister, California, 95023-3840, no later than **2:00 P.M. on Thursday, April 13, 2017**. Bids will be opened and will be publicly read in the **RMA conference room, 2301 Technology Parkway, Hollister, California** at **2:00 P.M.** or thereafter. This project is for licensed contractors with a Type B license. The Contractor shall complete all or any designated portions of the work called for under the contract in all parts and requirements within 90 calendar days (except as modified in the technical specifications). The County of San Benito and its Board of Supervisors reserves the right to reject any or all bids received as the public good may require.

Each contractor shall include in their bid all labor, tools, and materials for a complete and working project for each trade component in conformance with the intent shown on the plans and specifications and specified herein.

**Plans, Specifications and Bid forms** to be used for bidding on this project can only be obtained by going to the San Benito County website at [www.cosb.us](http://www.cosb.us). On the right-hand side, under Quicklinks, you will see "Bids & RFPs". Click on this link, and go down the page until you see "Listing of Advertised Projects". Click on this link and it will take you to E-Bid Board, where you will find the project name. Click on the name to see the IFB, plans and specs for this job. If you have any questions, please call Public Works at (831) 636-4170.

Prospective bidders must be fully qualified, licensed, certified, and insured to perform the work requested. All work performed must meet all current applicable laws and regulations.

Each bidder must submit a bid for the project for which they intend to bid to the Administrative Office on the standard forms enclosed. Said bid shall be accompanied by a cashier's check, a certified check or bidder's bond of ten percent (10%) of the amount of the bid submitted, to be made payable to the County of San Benito. Bid bonds shall be issued by a corporate surety duly admitted and authorized to issue bonds and undertakings by the State of California.

Pursuant to Section 1700, and following, of the California Labor Code, the Contractor shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are available at the following web site: [http://www.dir.ca.gov/DLSR/statistics\\_research.html#PWD](http://www.dir.ca.gov/DLSR/statistics_research.html#PWD). Those copies shall be made available to any interested party upon request. The Contractor shall forfeit, as penalty, to the County of San Benito, fifty dollars (\$50.00) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for any work done under the contract by it or by any subcontractor under it, in violation of the provisions of such Labor Code.

County will be the sole judge as to the technical acceptability of any bids and any award will be as determined most advantageous to the County considering such factors as completeness and responsiveness to Invitation for Bids, experience, references, and anticipated costs. The County reserves the right to reject any or all bids or parts thereof and to waive any informality or irregularity in any bid.

Insurance requirements for the project shall be the amounts set forth in the General Conditions, Section 19, unless expressly modified below:

Commercial General Liability Insurance	\$ _____
All Risk Property Coverage or Builders Risk Insurance	\$ _____
Business Automobile Liability Insurance	\$ _____

## **PROJECT DIRECTORY**

<b>PROJECT NAME:</b>	<b>Veterans Memorial Park Irrigation System Improvements</b>
<b>OWNER:</b>	County of San Benito Resource Management Agency 2301 Technology Parkway Hollister, CA 95023
<b>PROJECT MANAGER:</b>	Adam Goldstone, R.A. County of San Benito
<b>LANDSCAPE ARCHITECT:</b>	Larry Foster BFS Landscape Architects
<b>MECHANICAL ENGINEER:</b>	Robert Stroshane, P.E. Axiom Engineers
<b>ELECTRICAL ENGINEER:</b>	Eldridge Bell, P.E. Aurum Consulting Engineers

## **INSTRUCTIONS TO BIDDERS**

1) All portions of the Bid must be completed before the bid is submitted. Failure to do so may result in the bid being rejected as nonresponsive. Attached to and submitted with this Bid, bidder must provide: (1) the Bidders Bond; (2) Names and Titles Form; (3) Noncollusion Affidavit, completed and signed by bidder; (4) Statement of Compliance; (5) Designation of Subcontractors; (6) Bidder's Qualifications; (7) Guaranty; (8) Contractor's Certificate as to Worker's Compensation; and, (9) Affidavit Concerning Employment of Undocumented Aliens. Failure to submit all required documents may result in the bid being rejected as nonresponsive.

2) An original of the Bid shall be filled in and submitted as the bid.

3) County of San Benito has obtained report(s) that may contain facts that may materially effect bidders' bids. County of San Benito has constructed other public works projects throughout the County of San Benito, and obtained reports and other information in the course of the design and construction of those other public works construction projects, all of which may contain facts that may materially effect bidders' bids. Bidders are strongly encouraged to inspect applicable County of San Benito reports, records and documents. Said reports and documents will be made available upon written request at the Administrative Office, 481 Fourth Street, Hollister, California, 95032 for inspection and copying at bidders' sole cost and expense, during normal working hours.

4) If a pre-bid conference has been scheduled at the site of the work, all bidders, subcontractors, material suppliers, and others who may be working on the work of improvement are strongly encouraged to attend this pre-bid conference. Due to the facts and circumstances of this particular project, the on-site pre-bid conference may be the only opportunity to conduct the pre-bid investigation of the site and satisfy the pre-bid obligations set forth in these Contract Documents. If a bidder (or others) attend the entirety of a scheduled pre-bid on-site conference and need additional time to complete their investigation of the site or other pre-bid obligations set forth in these Contract Documents, bidder must notify the County of San Benito in writing, via certified or registered mail, within three days of the on-site pre-bid conference, to request additional time to complete its investigation of the site. The written request must include an estimate of the amount of additional time required by bidder at the site. County of San Benito retains discretion to determine additional time requirements, if any.

5) Investigations of subsurface conditions or otherwise, are made for the purpose of design, and the County of San Benito assumes no responsibility whatsoever with respect to the sufficiency or accuracy of borings, the log of test borings, or other preliminary investigations, or of the interpretation thereof, and there is no guaranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the work, or any part of it, or that unanticipated conditions may not occur. When a log of test borings or other report is made available to Contractor or included in the Contract Documents, it is expressly understood and agreed that said log of test borings or other reports does not constitute a part of the Contract, and represents only an opinion of the County of San Benito as to the character of the materials to be encountered, and is made available or included in the Contract Documents only for the convenience of the bidders. Bidders must satisfy themselves, through their own investigation, as to conditions to be encountered.

6) In addition to other minimum qualifications, the County of San Benito has determined that the successful low bidder must demonstrate to the satisfaction of the County of San Benito, the following minimum experience to be qualified to perform the work described in the Contract Documents:

- a. Have possessed a valid, active and in good standing, State of California Department of Consumer Affairs, Contractor's License Board license, appropriate for trade being bid, for a minimum of five (5) continuous years prior to the date of bid opening.

- b. Not have any pending disciplinary proceedings or investigations by the Contractor's State License Board.
- c. Currently (as of the date of bid opening) or within the past year, not have any suspensions, disbarments, or similar proceedings (including stipulated agreements), restricting, limiting or prohibiting Bidder from bidding or performing other public works projects for any other public agency.

7) Following the opening of bids, the County of San Benito may request in writing that the apparent low bidder complete a Contractor Qualifications Questionnaire and furnish all required supporting documentation to enable the County of San Benito to determine whether the apparent low bidder is qualified to perform the work described in the Contract Documents. By submission of a bid, Bidder agrees to complete the Contractor Qualifications Questionnaire, furnish all required attachments, sign the Contractor Qualifications Questionnaire, all in strict conformance with the requirements of the Contract Documents and Contractor Qualifications Questionnaire, and return to the County of San Benito within ten (10) days of County of San Benito's written request. If bidder fails or refuses to complete the Contractor Qualifications Questionnaire, furnish all required attachments, sign the Contractor Qualifications Questionnaire, or return it to the County of San Benito within ten (10) days of date of dispatch of County of San Benito's written request, bidder may not be considered for award of the contract, and further, bidder agrees that the County of San Benito may either award the work to another bidder or call for new bids. In such event, the bidder shall be liable to the County of San Benito for the difference between the amount of the disqualified bid and the larger amount for which the County of San Benito procures the work plus all of the County of San Benito's costs, damages, expenses, and liabilities.

8) If for any reason the County of San Benito elects to not award the contract to the apparent low bidder, the County of San Benito may request in writing that the apparent second lowest responsive, responsible bidder complete the Contractor Qualifications Questionnaire and furnish all required supporting documentation to enable the County of San Benito to determine whether the second lowest responsive, responsible bidder is qualified to perform the work described in the Contract Documents. If for any reason the County of San Benito elects to not award the contract to the apparent second lowest responsive, responsible bidder, the County of San Benito may request the third lowest responsive, responsible bidder complete the Contractor Qualifications Questionnaire and furnish all required supporting documentation, and so on.

9) If the County of San Benito receives from a bidder within the time set forth in these Contract Documents, a complete Contractor Qualifications Questionnaire and all required supporting documentation as required by the Contract Documents, and if the County of San Benito determines that a bidder is not qualified to perform the work required by the Contract Documents, and if the County of San Benito elects to not award the Contract to that bidder, the County of San Benito will promptly return that bidder's bid security.

10) Bid protests shall be filed in writing with the County Administrative Officer, County of San Benito, Administrative Office, 481 Fourth Street, Hollister, California, 95023, by certified or registered mail, not later than three (3) days after the bid opening or, if the protest is based on the selection of the apparent lowest responsive, responsible bidder, not later than three (3) days after selection of the apparent lowest responsive, responsible bidder. The protest shall specify the reasons and facts upon which the protest is based.

## BID

For: **SAN BENITO COUNTY VETERANS MEMORIAL PARK IRRIGATION  
SYSTEM IMPROVEMENTS**

Name of Bidder \_\_\_\_\_

Business Address \_\_\_\_\_

Place of Residence \_\_\_\_\_

Telephone Number: (     ) \_\_\_\_\_

Fax: (     ) \_\_\_\_\_

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

1) All portions of the Bid must be completed before the bid is submitted. Failure to do so may result in the bid being rejected as nonresponsive. Attached to and submitted with this Bid, bidder must provide (1) the Bidder's Bond; (2) Names and Titles Form; (3) completed Noncollusion Affidavit signed by bidder; (4) Statement of Compliance; (5) Designation of Subcontractors; (6) Bidder's Qualifications; (7) the Guaranty; (8) Contractor's Certificate as to Worker's Compensation; and, (9) Affidavit Concerning Employment of Undocumented Aliens. Failure to submit all required documents may result in the bid being rejected as nonresponsive.

2) One copy of the Bid shall be filled in and submitted as the bid.

3) The Bidder, having the appropriate active license required by the State of California; and having carefully read and examined the plans, specifications, and all related bidding documents as prepared by Adam Goldstone, County of San Benito for the **Veterans Memorial Park Irrigation System Improvements** having carefully and fully examined the site of the proposed work and all information available to bidder, and being familiar with all the conditions related to the proposed work, including the availability of materials, equipment, and labor, hereby offers to furnish all labor, materials, tools, transportation, services, and equipment necessary to complete the work of the described project in accordance with the Contract Documents, and to complete all requirements of the Contract Documents for the sums quoted in this Bid. The bidder agrees that it will not withdraw its bid within sixty (60) days after the bid deadline. Bidder agrees, if requested by County of San Benito, to complete and sign the Contractor Qualification Questionnaire, furnishing all required attachments, and return it to County of San Benito within ten (10) days of date of dispatch by County of San Benito. If the bidder is selected as the apparent lowest responsive, responsible bidder, the bidder agrees, within ten (10) days after date of dispatch of Notice of Award, to sign and deliver the Contract, and to furnish the Performance Bond, the Payment Bond, Certificates of Insurance, and other required items. If awarded the Contract, the bidder agrees to complete the work within the number of calendar days specified by the Project Manager after the date of the commencement specified in the Notice to Proceed.

4) The bidder agrees that if the bidder is selected as the apparent lowest responsive, responsible bidder, and the bidder fails to sign the Contract and furnish (1) the **Performance Bond**, (2) the **Payment Bond**, (3) **Certificates of Insurance**, and (4) **other required items** within the time limit specified in the Contract Documents, the County of San Benito may award the work to another bidder or call for new bids. In such event, the bidder shall be liable to the County of San Benito for the difference between the amount of the disqualified bid and the larger amount for which the County of

San Benito procures the work plus all of the County of San Benito's costs, damages, expenses and liabilities arising from bidder's failure to sign the Contract and/or furnish the required documents.

### **BID SCHEDULE**

I will perform the work of the **Veterans Memorial Park Irrigation System Improvements** as set forth in the Contract Documents, prepared by the County of San Benito, for the following lump sum price:

**BASE BID**     \$ \_\_\_\_\_

**DEDUCT ALTERNATE #1**     \$ \_\_\_\_\_

**DEDUCT ALTERNATE #2**     \$ \_\_\_\_\_

**DEDUCT ALTERNATE #3**     \$ \_\_\_\_\_

The work for the **Veterans Memorial Park Irrigation System Improvements** specifically includes:  
Various building tenant improvements and site improvements.

The bidder acknowledges receipt of the following Addenda:

Addendum #_____, dated _____	_____	_____
	Signature	Date
Addendum #_____, dated _____	_____	_____
	Signature	Date
Addendum #_____, dated _____	_____	_____
	Signature	Date
Addendum #_____, dated _____	_____	_____
	Signature	Date

**AUTHORIZED SIGNATURE OF BIDDER:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**NOTE:**

Where quantities are shown they are engineers estimated quantities. Variations may occur between actual quantities and engineers estimated quantities. Bidder is responsible to calculate quantities when preparing bid. Payment will be based on lump sum bid amount(s) and no allowance will be made for variations between actual quantities and engineers estimated quantities.



## BIDDER'S BOND

Know All Persons by These Presents, That we, \_\_\_\_\_

\_\_\_\_\_, As PRINCIPAL, and \_\_\_\_\_

\_\_\_\_\_,  
as SURETY, are held and firmly bound unto the County of San Benito of the State of California, hereinafter called the County, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the County for the work described below for the payment of such sum in lawful money of the United States, well and truly to be made, and we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

In no case shall the liability of the surety exceed the sum of \_\_\_\_\_  
\_\_\_\_\_ (\$\_\_\_\_\_) Dollars.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas the Principal has submitted the above mentioned bid to the County for certain construction specifically described as follows: Veterans Memorial Park Irrigation System Improvements; for which bids are to be opened at Hollister, California on April 13, 2017 @ 2:00 p.m.

NOW, THEREFORE, If the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the Purchasing Agent, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; or should the aforementioned contract be awarded to other than the herein named Principal, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this \_\_\_\_\_ day  
of \_\_\_\_\_ A.D. 20\_\_\_\_\_.

\_\_\_\_\_(SEAL) \_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL) \_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL) \_\_\_\_\_(SEAL)

Surety

Principal

\_\_\_\_\_  
Address

(Note: Signatures of those executing  
for the Surety must be properly  
acknowledged.)

## **NAMES AND TITLES FORM**

### **NAMES AND TITLES OF KEY MEMBERS OF FIRM:**

(Name of person signing the bid on behalf of the bidder and all general partners, if a partnership, must be included.)

---

---

Bidder is a: (circle one)

Corporation   Partnership   Individual   Joint Venture   Other \_\_\_\_\_  
(Specify)

NAME OF PRESIDENT IF A CORPORATION: \_\_\_\_\_

NAME OF SECRETARY IF A CORPORATION: \_\_\_\_\_

### **CALIFORNIA CONTRACTORS LICENSE(S):**

Name of License(s):

Classification(s)	Number	Expiration Date
-------------------	--------	-----------------

Classification(s)	Number	Expiration Date
-------------------	--------	-----------------

(For Joint Ventures, list Joint Venture's license or licenses for all Joint Venture partners.)

### **The following documents are submitted with and made a condition of this bid:**

Bid security in the form of \_\_\_\_\_ (fill in type of bid security)

Corporation is organized under the laws of the State of \_\_\_\_\_.

Corporate Seal:

**NAMES AND TITLES FORM (continued)**

**NAME OF BIDDER'S FIRM:** \_\_\_\_\_

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

\_\_\_\_\_

**Phone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**By:** \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Print or Type Title)

**By:** \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Print or Type Title)

(If signature is by other than the sole proprietor, general partner, or corporate officers, attach an original Power of Attorney.)

## NONCOLLUSION AFFIDAVIT

TO BE SIGNED BY BIDDER AND SUBMITTED WITH BID

Pursuant to Section 7106 of the Public Contract Code,

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

being first duly sworn, deposes and says that he or she is \_\_\_\_\_

\_\_\_\_\_  
(Title)

of \_\_\_\_\_,

(DBA)

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

\_\_\_\_\_  
Signature

## STATEMENT OF COMPLIANCE

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

(hereinafter referred to as "prospective Contractor") hereby certifies, unless specifically exempted, compliance with Government Code Section 12990 and California Administrative Code, Title II, Division 4, Chapter 5, in matters relating to the development, implementation, and maintenance of a nondiscrimination program. Prospective Contractor agrees not to unlawfully discriminate against any employee or applicants for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, sexual orientation, physical and mental disabilities, or age (over forty).

I, \_\_\_\_\_  
(Name of Official)

hereby swear that I am duly authorized to legally bind the prospective Contractor to the above-described certification. I am fully aware that this certification, signed on

\_\_\_\_\_  
(date)

in the County of \_\_\_\_\_, is made under the penalty of perjury under the  
(County)  
laws of the State of California.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print or Type Title)

## DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Section 4100 through 4114, inclusive, of the Public Contract Code, and any amendments thereto, each bidder shall set forth in his or her bid, **the name and location of the place of business** of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid and the portion of the work which will be done by each subcontractor under this act. The prime contractor shall list only one subcontractor for each portion as is defined by the prime contractor in his or her bid.

Trade	1.	2.	3.
Name			
Location			
License Class.			
Trade	4.	5.	6.
Name			
Location			
License Class.			
Trade	7.	8.	9.
Name			
Location			
License Class.			
Trade	10.	11.	12.
Name			
Location			
License Class.			

## **BIDDER QUALIFICATIONS**

This form must be completed, signed by bidder, and submitted to County of San Benito with bidder's bid. Failure to complete, sign, and submit with bidder's bid may result in bidder's bid being rejected as not responsive.

County of San Benito has determined that bidders must meet the following minimum qualifications to bid the work of improvement contemplated herein:

1. Have possessed a valid, active and in good standing, State of California Department of Consumer Affairs, Contractor's License Board license, appropriate for trade being bid, for a minimum of five (5) continuous years prior to the date of bid opening.
2. Not have any pending disciplinary proceedings or investigations by the Contractor's State License Board.
3. Currently (as of the date of bid opening) or within the past year, not have any suspensions, disbarments, or similar proceedings (including stipulated agreements), restricting, limiting or prohibiting Bidder from bidding or performing other public works for any other public agency.

I, being the \_\_\_\_\_ (insert title) of bidder herein, declare that bidder meets all of the minimum criteria set forth above.

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date

**GUARANTY**

**TO THE COUNTY OF SAN BENITO**

The undersigned, as prime Contractor, guarantees the construction and installation of the following work included in this project:

**SAN BENITO COUNTY VETERANS MEMORIAL PARK IRRIGATION SYSTEM  
IMPROVEMENTS**

Should any of the materials or equipment prove defective, due to faulty workmanship, material furnished or methods of installation or should the work or any part thereof fail to operate properly as originally intended and in accordance with the plans and specifications, due to any of the above causes, all within **one year** after the date on which this contract work is accepted by the County, the undersigned agrees to reimburse the County, upon demand, for County's expenses incurred in restoring said work to the condition contemplated in said project, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or, upon demand by the County, to replace any such material and to repair said work completely without cost to the County so that said work will function successfully as originally contemplated. (Ordinary wear and tear and unusual abuse or neglect excepted).

The County shall have the unqualified option to make any needed replacement or repairs itself or to have such replacements or repairs done by the undersigned. In the event the County elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from the County. If the undersigned shall fail or refuse to comply with his obligations under this guaranty, the County shall be entitled to all costs and expenses, including attorney's fees, reasonably incurred by reason of said failure or refusal.

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

Contractor, Name and Address

\_\_\_\_\_  
Date

By \_\_\_\_\_  
Signature of Principal



**CONTRACTOR'S CERTIFICATE AS TO WORKER'S COMPENSATION**

(Labor Code section 1861)

Labor Code section 3700 provides, in relevant part:

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

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."

I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.

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

\_\_\_\_\_  
Bidder's business name

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

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

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

**AFFIDAVIT CONCERNING EMPLOYMENT OF UNDOCUMENTED ALIENS**  
**TO BE SUBMITTED WITH BID**

(Public Contract Code section 6101)

Public Contract Code section 6101 provides that,

"No state agency or department, as defined in [Public Contract Code] Section 10335.7, that is subject to this code, shall award a public works or purchase contract to a bidder or contractor, nor shall a bidder or contractor be eligible to bid for or receive a public works or purchase contract, who has, in the preceding five years, been convicted of violating a state or federal law respecting the employment of undocumented aliens.

\_\_\_\_\_, (Name), being first duly sworn, deposes and says (1) that he or she is the \_\_\_\_\_ (Title) of \_\_\_\_\_ (DBA), the party making the foregoing bid; and (2) that the party making the foregoing bid has not, within the preceding five years, been convicted of violating a state or federal law respecting the employment of undocumented aliens.

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

\_\_\_\_\_  
Bidder's business name

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

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

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

## SECTION 01 10 00 - SUMMARY OF WORK

### PART 1 - GENERAL

#### 1.1 SUMMARY

##### A. Section includes:

1. Description of the Work.
2. Owner-Furnished/Contractor-Installed Items (OFCI)
3. Sequencing of the work.
4. Definitions and reference standards.
5. Specification conventions and language.
6. Construction schedules.
7. Delegated design (design/build) procedures.
8. Regulatory requirements.
9. Submittals.
10. Schedule of values.
11. Quality assurance.
12. Examination of existing conditions.
13. Aesthetic requirements.
14. Product handling, storing and protecting.
15. Project record documents.
16. Cleaning guidelines.
17. Project closeout requirements.

#### 1.2 DESCRIPTION OF THE WORK

- A. The Project consists of plumbing and electrical work at existing irrigation well, in compliance with Code requirements, the Drawings, Specifications and other Contract Documents. The work will in general consist of landscape irrigation improvements.

1. Project location: Hollister, California.
2. Owner: County of San Benito.

- B. Designer identification: The Contract Documents were prepared for Project by BFS Landscape Architects.
- C. Contract type: Project will be constructed under a general construction contract.

#### 1.3 OWNER-FURNISHED/CONTRACTOR-INSTALLED ITEMS (OFCI)

NOT USED

#### 1.4 SEQUENCING OF THE WORK

NOT USED

#### 1.5 DEFINITIONS AND REFERENCE STANDARDS

- A. Abbreviations and acronyms: Where abbreviations and acronyms are used in the Specifications or other Contract Documents, unless otherwise specified, they mean the recognized name of

the entities indicated in Gale Research's "Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the US".

B. Definitions: In addition to other definitions included in these Specifications, the following applies to the Work.

1. **Approved, Approved Equal, Or Equal**, mean as approved and accepted by the Architect and Owner as defined in the General Conditions of the Specifications.
2. **As Necessary** means essential to the completion of the Work.
3. **As Required** means as required by the Contract Documents.
4. **As Selected, As Approved, As Directed** or words of similar import mean as selected by, as approved by, or as accepted by the Architect. No implied meaning shall be interpreted to extend the Architect's responsibility into the Contractor's area of Contractor's supervision.
5. **As shown, As Detailed, As Indicated** and words of similar import mean as indicated on the Drawings.
6. **Building Department and Authorities Having Jurisdiction** means all agencies, individually or collectively, charged by statute with administration/enforcement of the requirements of the Building Code at the Project location.
7. **Control Sample** means sample of material of approved color, finish and texture, available for the Contractor's review in the Architect's office.
8. **Computer Data Base** means the digital computer data issued by the Architect as a part of the Contract Documents, including 2-dimensional and 3-dimensional computer model, and drawing files in CAD format.
9. **Concealed** means embedded in masonry, concrete or other construction, installed within furred spaces, within wall/partitions or above suspended ceilings, in trenches, in crawl spaces, or in enclosures.
10. **Cutting** refers to removal of material by cutting, sawing, drilling, breaking, chipping, grinding, excavating and similar operations.
11. **Division** means Division of these Specifications except where the obvious intent is the act or process of dividing. Divisions are groups of related Sections.
12. **Directed, Requested, Authorized, Selected, Reviewed, Required, Accepted, and Permitted** mean directed by Architect, requested by Architect, and similar phrases. However, no such implied meaning will be interpreted to extend the Architect's responsibility into the Contractor's area of construction supervision.
13. **Furnish**, except as otherwise defined in greater detail, means "supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations," as applicable in each instance.
14. **Install**, except as otherwise defined in greater detail, is used to describe operations at project site, including "unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operation," as applicable in each instance.
15. **Equipment** means a product with operational parts, whether motorized or manually operated, that requires service connections such as wiring or piping.
16. **Experienced**, when used with an entity, means having successfully completed a minimum of 5 previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.
17. **Exposed** means not installed underground or concealed as defined above.
18. **Exterior** means a space that does not meet the definition for "interior" below.
19. **Fabricated** means items specifically assembled or made out of selected materials to meet individual design requirements for the Project.
20. **Factory Finished/Prefinished** means finished under controlled environmental conditions off site, and requiring no additional finish, except for touchup, at the Project site.
21. **Furnish (Materials)** means to supply and deliver to the Project ready for installation and in operable condition.
22. **Indicated** means graphic representations, notes or schedules on Drawings, reference to other paragraphs or schedules in the Specifications, and to similar means of recording requirements in the Contract Documents. Similar terms such as "shown," "noted,"

"scheduled," and "specified" may be used in lieu of "indicated," are used for the purpose to help the reader locate the reference; no limitation of location is intended except as specifically noted.

23. **Include/Including** means include/including, without limitation.
24. **Install** (Services or Labor) means to place in final position, complete, anchored, connected, and in operable condition.
25. **Installer** means the Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
26. **Interior** means a space completely enclosed by walls, solid door(s), floor and ceiling.
27. **Manufactured** applies to standard units usually mass-produced.
28. **Manufacturer's Directions, Instructions, Recommendations, Specifications** mean manufacturer's written directions, instruction, recommendations, specifications.
29. **Manufacturer (Guarantees)** are pre-printed written guarantees published by individual manufacturer for a particular product and specifically endorsed by manufacturer to the County.
30. **Match** means providing a portion of the Work using the same product, technique, sequence, dimensions, finishes, color, texture, and degree of craftsmanship as (a) another portion of the Work, (b) existing conditions adjacent to the new portion of the Work, (c) as an approved sample, range of samples, or mockup or sample panel, or (d) as a control sample in the Architect's possession.
31. **Materials** are products substantially shaped, cut, worked, mixed, finished, refined or otherwise fabricated, processed, or installed to form a part of the Work.
32. **Named Products** are items identified by manufacturer's product name, including make or model designation, indicated in the manufacturer published product literature current as of the date of the Contract Documents.
33. **Patching** refers to restoration of a surface to its original completed condition by filling, repairing, refinishing, closing and similar operations.
34. **Products** are items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
  - a. Named Products are items identified by manufacturer's product name, including make or model number or other designation, shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
  - b. New Products are items not previously incorporated in another project or facility, except that products consisting of recycled-content materials are allowed, unless stated otherwise. Products salvaged or recycled from other projects are not considered new products.
  - c. Comparable Product are product demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
35. **Project Site** is the space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.
36. **Provide** means to supply, fabricate, deliver, place, and connect, complete in-place, ready for operation and use. When neither furnish, install nor provide is stated, provide is implied.
37. **Regulations** includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.
38. **Remove** means to remove item completely including attachments, frames, anchors, fittings, bases, pipes, conduits and supports, capping behind finished surfaces and repairing floors, bases and walls to match color and texture and be smooth with existing adjacent surfaces.

- 39. **Section** means Section of these Specifications, except where the obvious intent is one of several components, a piece. Section is usually a basic unit of Work.
- 40. **Shall** is mandatory.
- 41. **Similar** means a portion of the Work that matches the whole or part of another portion of the Work but has a different geometric configuration.
- 42. **Special (Guarantees)** are written guarantees required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's guarantee or to provide more rights for the County.
- 43. **Submit, Submittal, Submission** means submit to the Architect for review, unless otherwise stated.
- 44. **Substitutions** means changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
- 45. **Symmetrical** means a portion of the Work which matches adjacent work, or itself, but reversed about centerline(s) or the axis of a surface or a space.
- 46. **Testing Laboratories** means an independent entity engaged to perform specific inspections or tests of the work, either at the Project site or elsewhere, and to report, and (if required) interpret results of those inspections or tests.

C. Reference standards:

- 1. Applicability of standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- 2. Publication dates: Comply with standards in effect as of date of the Contract Documents, unless otherwise indicated and listed in applicable Codes.
- 3. Applicability:
  - a. No provisions of referenced standards or specifications (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of the Architects, or Contractor, or any of their consultants, agents or employees from those set forth in the Contract Documents.
  - b. Unless the Contract Documents indicate otherwise:
    - 1) Where conflict exists between referenced documents and Contract Documents, or between referenced documents, the one having more stringent requirements applies.
    - 2) Refer requirements that are different but apparently equal, and uncertainties as to which quality level is more stringent to the Architect for a decision before proceeding with the affected work, including preparation of shop drawings.
  - c. Where both a standard and a brand name are specified for a product in the Project Manual, the proprietary product named shall conform to or exceed the requirements of the specified reference standard. The listing of a trade name in a Project Manual is not a guarantee that such product conforms to the respective reference standard.
- 4. Each entity engaged in construction on the Project is required to be familiar with industry standards applicable to that entity's construction activity.

1.6 SPECIFICATION CONVENTIONS AND LANGUAGE

A. Specification format:

1. The Specifications are organized into Divisions and Sections using the 50-Division format and CSI/CSC 2004 "MasterFormat" numbering and file naming system.
  2. The Specifications use section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete. Consult the table of contents at the beginning of the Project Manual to determine number and name of sections in the Project Manual.
- B. Specification content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows.
1. Abbreviated language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
  2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mode are to be performed by Contractor. Occasionally, the indicative or subjunctive mode may be used for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
    - a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

## 1.7 CONSTRUCTION SCHEDULES

- A. This Section supplements Paragraph 28 of the General Conditions.
- B. Provide projected construction schedules for all work.
1. Prepare schedules in form acceptable to the PM. Identify each trade or operation, as well as the duration of each activity.
  2. List the work in the chronological order in which it will be performed.
  3. Show dates for beginning, and completion of each element of construction.
  4. Show projected percentage of completion for each item of work as of first day of each month.
  5. Submit one digital copy and one black line print of the schedule. Re-submit during progress of the Work when schedule is modified. For the digital copy, use a software, acceptable to the PM.
  6. Initial submittal shall be no later than 15 days following Notice to Proceed.
  7. Submit periodically updated schedule (but no later than once a month) accurately depicting progress to first day of each month.

## 1.8 DELEGATED DESIGN (DESIGN/BUILD) PROCEDURE

- A. Where professional design services or certifications by a design professional are required of Contractor by the Contract Documents, provide products and systems complying with specific performance requirements and design criteria indicated.
- B. If design criteria indicated are insufficient to perform services or certification required, submit a written request for additional information to Architect.

## 1.9 REGULATORY REQUIREMENTS

- A. Obtain copies of the Codes and regulations listed on the Drawings and retain at Project site to be available for reference by parties who have a reasonable need.

- B. The Contractor, its subcontractors/fabricators/installers shall be knowledgeable of the Codes and regulations applicable to the Work.

#### 1.10 SUBMITTALS

A. General:

1. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
  2. Accompany submittal with the attached "Submittal Transmittal Form" 01 10 00A.
  3. Processing time: Allow enough time for submittal review, including time for re-submittals, as follows. Time for review commences on PM's receipt of submittal.
    - a. Initial review: Allow 10 days for initial review of each submittal. Allow additional time if processing requires coordination with other trades and design disciplines, and with subsequent submittals. PM will advise Contractor when a submittal being processed must be delayed for coordination.
    - b. Concurrent review: Where concurrent review of submittals by PM's consultants, PM, or other parties is required, allow 21 days for initial review of each submittal.
    - c. Direct transmittal to consultant: Where the Contract Documents indicate that submittals may be transmitted directly to PM's consultants, provide duplicate copy of transmittal to PM. Submittal will be returned to PM before being returned to Contractor.
    - d. If intermediate submittal is necessary, process it in same manner as initial submittal.
    - e. Allow 10 days for processing each re-submittal.
    - f. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing.
  4. Identification: Place a permanent label or title block on each submittal for identification.
    - a. Indicate name of firm or entity that prepared each submittal on label or title block.
    - b. Provide a space approximately 4 by 5-inch on label or beside title block to record Contractor's review and approval markings and action taken by PM.
    - c. Include the following information on label for processing and recording action taken:
      - 1) Project name.
      - 2) Date.
      - 3) Name and address of PM.
      - 4) Name and address of Contractor.
      - 5) Name and address of subcontractor.
      - 6) Name and address of supplier.
      - 7) Name of manufacturer.
      - 8) Unique identifier, including revision number.
      - 9) Number and title of appropriate Specification Section.
      - 10) Drawing number and detail references, as appropriate.
      - 11) Other necessary identification.
  5. Deviations: Highlight, encircle, or otherwise identify deviations from the Contract Documents on submittals.
- B. Submittals - general: Submit shop drawings, product data and samples required by the Specifications for the PM's review before proceeding with the work affected by the submittals. Review and stamp all submittals for conformance with Contract Documents and before submission to the PM.



C. Shop drawings:

1. Submit one reproducible transparency and 2 black line prints of shop drawings, and number of copies of project data which Contractor requires for distribution, plus 3 copies which will be retained by PM.
2. Designate in construction schedule, or on separate sub-schedule, the dates for initial submission of shop drawings and the dates that approved submittals will be needed for each product and/or assembly.
3. Identify details by reference to sheet and detail numbers shown on Contract Drawings.
4. Shop drawing action: Following the PM's review, one reproducible transparency will be returned to the Contractor with the PM's stamp and signature affixed thereto annotated as follows.
  - a. "Reviewed With No Exceptions Taken."
  - b. "Reviewed With Exceptions As Noted."
  - c. "Revise and Resubmit."
  - d. "Not Reviewed."
  - e. "Rejected."

D. Product data: Submit 5 copies (PM will retain 2 copies) of manufacturer product data as specified.

1. Manufacturer standard schematic drawings: Modify drawings to delete information not applicable to Project and supplement standard information to provide additional information applicable to Project.
2. Manufacturer catalog sheets, brochures, diagrams, schedules, performance charts, illustrations and other standard descriptive data:
  - a. Clearly mark each copy to identify pertinent materials, products or models.
  - b. Show dimensions and clearances required, performance characteristics and capacities, and wiring diagrams and controls.

E. Samples: Submit minimum of 3 samples of each type, color and pattern of material, unless specified otherwise. PM will retain one sample, except when color range is submitted.

1. Make samples of sufficient size and quantity to clearly illustrate characteristics of product or material, and full range of colors.
2. When possible, provide color and texture samples on actual substrate specified.

F. Calculations: When calculations are required, submit 5 copies (PM will retain 2 copies) of documents signed and sealed by a California-registered professional engineer.

G. Informational submittals: Submit 2 copies of each submittal. PM will not return copies.

H. Re-submittal requirements:

1. Shop drawings: Revise initial drawings as required and resubmit as specified for initial submittal. Indicate on shop drawings changes made other than those requested by PM.
2. Product data and samples: Submit new data and samples as required for initial submittal.

I. Project file: Keep copy of reviewed shop drawings, product data and samples in the Project file.

1.11 SCHEDULE OF VALUES

- A. This Article supplements Paragraph 40 of the General Conditions.
- B. Coordinate preparation of the schedule of values with preparation of the Contractor's construction schedule; these documents are complementary.
- C. General:

1. Correlate line items in the schedule of values with other required administrative schedules and forms, including:
    - a. Construction schedule.
    - b. Application for payment form.
    - c. List of subcontractors.
    - d. List of products.
    - e. List of principal suppliers and fabricators.
    - f. Schedule of submittals.
  2. Submit as noted in the General Conditions.
- D. Format and content: Use the Project Manual table of contents as a guide to establish the format for the schedule of values.
1. Include the following on the schedule of values:
    - a. Project name and location.
    - b. Contractor's name and address.
    - c. Project number.
    - d. Architect's name.
    - e. Date of submittal.
  2. Arrange the schedule of values in a tabular form with separate columns to indicate the following for each item listed:
    - a. Generic name.
    - b. Related Specification Section.
    - c. Name of subcontractor.
    - d. Name of manufacturer or fabricator.
    - e. Name of supplier.
    - f. Change Orders (numbers) that have affected value.
    - g. Dollar value.
    - h. Percentage of Contract Sum to the nearest 1/100 percent adjusted to total 100 percent.
  3. Provide a breakdown of the Contract sum in sufficient detail to facilitate continued evaluation of applications for payment and progress reports.
  4. Round amounts off to the nearest whole dollar. The total shall equal the Contract Sum.

#### 1.12 QUALITY ASSURANCE

- A. Fabricators' qualifications: Firms experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- B. Factory-authorized service representative qualifications: Authorized representative of manufacturer, trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- C. Installers' qualifications: Firms or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- D. Manufacturers' qualifications: Firms experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance.

- E. Professional engineers' qualifications (for delegated design):
  - 1. Professional engineers legally qualified to practice in California, and with experience to provide engineering services of the kind indicated.
  - 2. Engineering services are defined as those performed for installations of the system, assembly, or product similar to those indicated for this Project in material, design, and extent.
- F. Testing agencies' qualifications: Firms with experience and capability to conduct testing and inspecting indicated, as documented by ASTM E 548, and that specializes in types of tests and inspections to be performed, when specified testing agency is subject to the Owner's and/or the Architect's approval.

#### 1.13 EXAMINATION OF EXISTING CONDITIONS

- A. Existing conditions:
  - 1. The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed.
  - 2. Before beginning work:
    - a. Investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.
    - b. Verify the location and points of connection of utility services.
    - c. Verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; and underground electrical services.
    - d. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- B. Acceptance of conditions: Before starting installation in any areas, examine substrates, supports, areas and conditions, with installer or applicator present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work. Record observations.
  - 1. Verify compatibility with and suitability of supports and other substrates, including compatibility with existing finishes or primers.
  - 2. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
  - 3. Examine walls, floors, and roofs for suitable conditions where products and systems will be installed.
  - 4. Correct unsatisfactory conditions before proceeding with installation. Proceeding with the Work indicates acceptance of surfaces and existing conditions.

#### 1.14 AESTHETICS REQUIREMENT

- A. The following applies to installation activities affecting the aesthetics of the Project and describes general criteria by which the Contractor can determine the construction and installation of the building components not otherwise documented.
  - 1. Do not use exposed fasteners unless directed by the PM, accepted on shop drawings, or indicated on the Drawings.
  - 2. Items required to be fastened shall be through mechanical means. Unless otherwise indicated or accepted on shop drawings do not use only glue or adhesive.
  - 3. Divide materials that cannot be fabricated or installed to the full dimension indicated into pieces only as directed by the PM; joints of these materials or assemblies shall align with

adjacent construction joints or have a modular logic. Coordinate location of seams and joints with the PM prior to implementation.

4. Joints and reveals shall generally align with other joints and reveals and in all cases have logic to their placement. All trades shall coordinate and establish this aesthetic logic with the PM prior to construction.
5. Finish all exposed surfaces, including end conditions, returns at open joints, and reveals, unless noted otherwise.
6. Place power, communication and other outlets, switches, lights, linear diffusers, signs, etc., at the same height or in the same position where located in the same space or room, aligned, with concern for alignment to work of other trades. If the Drawings do not indicate that alignment, consult with PM prior to construction.
7. Do not assume that any exposed items are not important to the PM. Place logically or align with floors, walls and/or ceilings. Consult with PM on item not clearly documented.

#### 1.15 PRODUCT HANDLING, STORING AND PROTECTING

- A. General: Transport, deliver, handle, and store materials and equipment to prevent the intrusion of foreign matter, moisture, and to prevent damage. In all cases, comply with the following.

1. Environmental conditions and limitations required to maintain the original quality of the materials and equipment.
2. Protect "in-place" materials from damage when moving and storing new materials inside the building. Provide durable protection, such as boarding of openings thru which materials will be transported, and sturdy, waterproof runners on floors of finished spaces thru which materials are moved.

- B. Packaging:

1. Deliver packaged materials to the Project site or place of fabrication in manufacturer's original containers with seals unbroken and labels intact until incorporated into the work.
2. Wrapped or bundled materials shall clearly bear the manufacturer's name and trade mark and UL or FM label, when applicable.

- C. Removal: Remove damaged or otherwise unsuitable material and equipment promptly from the site and replace with satisfactory material at no additional cost to the Owner.

- D. Storing:

1. Locate storage piles, stacks or bins to avoid being disturbed, and protect from damage of any sort. Do not block required exitways with storage piles.
2. When storing materials inside the building, protect floors with plywood or hardboard panels, or waterproof tarpaulins.
3. Store materials and equipment in accordance with their manufacturer's instructions, indoors, and properly protected from weather and construction activities.
4. Do not overload floor(s) and roof(s) with stacks of materials.

- E. Protection: Keep finished surfaces clean and unmarred until Substantial Completion.

#### 1.16 PROJECT RECORD DOCUMENTS

- A. Maintain at site one copy of Contract Drawings, Specifications, Addenda, shop drawings, modifications to original Specifications and Drawings, and field tests records.
- B. Do not use record documents for construction purposes. Make documents available at all times for inspection by PM.
- C. Keep record documents current. Record and properly dimension deviations on the record drawings within 24 hours after work in affected area is completed. Use a fine felt or nylon tip

pen with waterproof colored ink for marking. Legibly mark to record actual constructions where it deviates from the Contract Documents.

- D. At completion of Project, deliver record documents to PM.

#### 1.17 CLEANING GUIDELINES

- A. General: This Article supplements other provisions on cleaning found in the Contract Documents.
1. Keep work and adjacent areas free from accumulations of waste, debris and rubbish caused by construction operations.
  2. At completion of Work, remove waste materials, rubbish, tools, equipment, machinery and surplus materials, and clean all exposed surfaces. Leave Project clean and ready for occupancy.
- B. Maintain premises, adjacent and public properties free from accumulations of waste, debris, and rubbish caused by construction operations.
1. Do not allow debris and used construction materials to accumulate in the building overnight. Remove and clean-up each area daily.
  2. Do not allow opened containers of combustible materials to remain in the building overnight.
  3. Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in sanitary and storm drains. Store in containers with tight-fitting lids and remove to legal dump site.
  4. Upon completion, vacuum clean all areas affected by the work of this Contract and adjacent areas used as passageways and for storage. Clean as specified below. Clean out gutters and drains, and leave Project ready for occupancy, to the PM's satisfaction.
- C. Do not allow debris and combustible materials to accumulate in voids, cavities, and plenums created by wall, partition, and ceiling construction. These areas must be thoroughly cleaned out before being sealed or closed off by installation of finish materials.
- D. Use cleaning materials which have a high flash point, are non-toxic, and are recommended by the manufacturer of the surfaces to be cleaned to not damage these surfaces.
- E. Remove grease, dust, dirt, stains, labels, fingerprints and other foreign materials from sight-exposed finished surfaces; polish surfaces so designated to shine finish.
- F. Repair, patch and touch up marred surfaces to specified finish to match adjacent surfaces.

#### 1.18 PROJECT CLOSEOUT

- A. Submit the following to PM:
1. Project record documents.
  2. Operation and maintenance data for equipment put into service.
  3. Warranties and bonds.
  4. Keys and keying schedules.
  5. Tools, spare parts and maintenance materials.
  6. Certificates of inspection for mechanical and electrical work.
  7. Certificate of Occupancy.
  8. Certificate of insurance for products and completed operations.

#### PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

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VETERANS MEMORIAL PARK  
IRRIGATION SYSTEM IMPROVEMENTS  
MEMORIAL DRIVE, HOLLISTER, CA

SUMMARY OF WORK  
01 10 00 - 12  
11/10/16



## SUBMITTAL TRANSMITTAL

Project: \_\_\_\_\_ Date: \_\_\_\_\_  
A/E Project Number: \_\_\_\_\_

**TRANSMITTAL** To (Contractor): \_\_\_\_\_ Date: \_\_\_\_\_ Submittal No. \_\_\_\_\_  
**A** From (Subcontractor): \_\_\_\_\_ By: \_\_\_\_\_ ☐ Resubmission

Qty.	Reference / Number	Title / Description / Manufacturer	Spec. Section Title and Paragraph / Drawing Detail Reference

- |  |   |
|--|---|
| <input type="checkbox"/> Submitted for review and approval                 | <input type="checkbox"/> Substitution involved - Substitution request attached  |
| <input type="checkbox"/> Resubmitted for review and approval               | <input type="checkbox"/> If substitution involved, submission includes point-by-point comparative data or preliminary details |
| <input type="checkbox"/> Complies with contract requirements               | <input type="checkbox"/> Items included in submission will be ordered immediately upon receipt of approval                    |
| <input type="checkbox"/> Will be available to meet construction schedule   |   |
| <input type="checkbox"/> A/E review time included in construction schedule |   |

Other remarks on above submission: \_\_\_\_\_ ☐ One copy retained by sender

**TRANSMITTAL** To (A/E): \_\_\_\_\_ Attn: \_\_\_\_\_ Date Rec'd by Contractor: \_\_\_\_\_  
**B** From (Contractor): \_\_\_\_\_ By: \_\_\_\_\_ Date Trnsmt'd by Contractor: \_\_\_\_\_

- |  |  |
|--|--|
| <input type="checkbox"/> Approved          | <input type="checkbox"/> Revise / Resubmit   |
| <input type="checkbox"/> Approved as noted | <input type="checkbox"/> Rejected / Resubmit |

Other remarks on above submission: \_\_\_\_\_ ☐ One copy retained by sender

**TRANSMITTAL** To (Contractor): \_\_\_\_\_ Attn: \_\_\_\_\_ Date Rec'd by A/E: \_\_\_\_\_  
**C** From (A/E): \_\_\_\_\_ ☐ Other By: \_\_\_\_\_ Date Trnsmt'd by A/E: \_\_\_\_\_

- |   |  |
|---|--|
| <input type="checkbox"/> Approved                     | <input type="checkbox"/> Provide file copy with corrections identified                         |
| <input type="checkbox"/> Approved as noted            | <input type="checkbox"/> Sepia copies only returned  |
| <input type="checkbox"/> Not subject to review        | <input type="checkbox"/> Point-by-point comparative data required to complete approval process |
| <input type="checkbox"/> No action required           | <input type="checkbox"/> Submission Incomplete / Resubmit                                      |
| <input type="checkbox"/> Revise / Resubmit            |  |
| <input type="checkbox"/> Rejected / Resubmit          |  |
| <input type="checkbox"/> Approved as noted / Resubmit |  |

Other remarks on above submission: \_\_\_\_\_ ☐ One copy retained by sender

**TRANSMITTAL** To (Subcontractor): \_\_\_\_\_ Attn: \_\_\_\_\_ Date Rec'd by Contractor: \_\_\_\_\_  
**D** From (Contractor): \_\_\_\_\_ By: \_\_\_\_\_ Date Trnsmt'd by Contractor: \_\_\_\_\_

Copies: ☐ Owner ☐ Consultants ☐ \_\_\_\_\_ ☐ \_\_\_\_\_ ☐ \_\_\_\_\_ ☐ One copy retained by sender



# SUBSTITUTION REQUEST (After the Bidding Phase)

Project: \_\_\_\_\_ Substitution Request Number: \_\_\_\_\_  
\_\_\_\_\_  
From: \_\_\_\_\_  
To: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_  
A/E Project Number: \_\_\_\_\_  
Re: \_\_\_\_\_ Contract For: \_\_\_\_\_

Specification Title: \_\_\_\_\_ Description: \_\_\_\_\_  
Section: \_\_\_\_\_ Page: \_\_\_\_\_ Article/Paragraph: \_\_\_\_\_

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

Manufacturer: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Trade Name: \_\_\_\_\_ Model No.: \_\_\_\_\_

Installer: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_

History: ☐ New product ☐ 2-5 years old ☐ 5-10 yrs old ☐ More than 10 years old

Differences between proposed substitution and specified product: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

☐ Point-by-point comparative data attached - REQUIRED BY A/E

Reason for not providing specified item: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Similar Installation:

Project: \_\_\_\_\_ Architect: \_\_\_\_\_

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

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

Proposed substitution affects other parts of Work: ☐ No ☐ Yes; explain \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Savings to Owner for accepting substitution: \_\_\_\_\_ (\$ \_\_\_\_\_).

Proposed substitution changes Contract Time: ☐ No ☐ Yes [Add] [Deduct] \_\_\_\_\_ days.

Supporting Data Attached: ☐ Drawings ☐ Product Data ☐ Samples ☐ Tests ☐ Reports ☐ \_\_\_\_\_



# SUBSTITUTION REQUEST (Continued)

The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Cost data as stated above is complete. Claims for additional costs related to accepted substitution which may subsequently become apparent are to be waived.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.
- Coordination, installation, and changes in the Work as necessary for accepted substitution will be complete in all respects.

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

Signed by: \_\_\_\_\_

Firm: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

Attachments: \_\_\_\_\_

## A/E's REVIEW AND ACTION

- ☐ Substitution approved - Make submittals in accordance with Specification Section 01330.
- ☐ Substitution approved as noted - Make submittals in accordance with Specification Section 01330.
- ☐ Substitution rejected - Use specified materials.
- ☐ Substitution Request received too late - Use specified materials.

Signed by: \_\_\_\_\_ Date: \_\_\_\_\_

Additional Comments: ☐ Contractor ☐ Subcontractor ☐ Supplier ☐ Manufacturer ☐ A/E ☐ \_\_\_\_\_

## SECTION 01 23 00 – ALTERNATES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for alternates. Deductive alternates are being used to assist the County in ensuring that the contract amount does not exceed the available budget.

#### 1.2 DEFINITIONS

- A. Alternate is an amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the Base Bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
- B. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

#### 1.3 PROCEDURES

- A. Coordination:
  - 1. Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
  - 2. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.
- C. Execution: Execute accepted alternates under the same conditions as other work of the Contract.
- D. Schedule of Alternates: A Schedule of Alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

### PART 2 - PRODUCTS

NOT USED

### PART 3 - EXECUTION

#### 3.1 SCHEDULE OF ALTERNATES

- A. Deductive Alternate No. 1: All labor and materials related to the data network cabling as shown on Power & Signal Plans (phone/data combo outlets) and specified in section 27 20 00.
- B. Deductive Alternate No. 2: All labor and materials related to the surveillance camera equipment as specified in section 28 20 00.

VETERANS MEMORIAL PARK  
IRRIGATION SYSTEM IMPROVEMENTS  
MEMORIAL DRIVE, HOLLISTER, CA

ALTERNATES  
01 23 00-1  
01/20/2012

- C. Deductive Alternate No. 3: All labor and materials related to the exterior chain link gate & motor components as shown on architectural and electrical site plans and specified in section 32 31 21.
- D. Deductive Alternate No. 4: All materials and labor related to the construction of Rooms 144 and 145.
- E. Deductive Alternate No. 5: All labor and materials related to the electronic door access system as specified in sections 08 71 00 and 08 71 10.
- F. Deductive Alternate No. 6: All labor and materials related to the storefront window and door system and associated structural components at Room 120 as shown on floor plans and door & window schedules and specified in section 08 43 13.
- G. Deductive Alternate No. 7: All labor and materials related to the casework, bullet-resistant panels and bullet-resistant transaction window at Room 121 as shown on floor plans and enlarged plans and specified in sections 08 56 20 and 09 28 20.
- H. Deductive Alternate No. 8: All labor and materials related to the light fixtures E1, E2, and E3 located in Room 229 and relocation of existing light fixtures in Room 229 and Rooms 150 & 151 as shown on demo electrical plans and lighting plans.

END OF SECTION

## SECTION 01 25 10 - CONTRACTOR'S REQUEST FOR INTERPRETATION

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section supplements Paragraph 22) of the General Conditions and includes general requirements for Contractor's Requests for Interpretation (RFI).
- B. Procedure for shop drawings, product data and samples submittals are specified elsewhere in Division One.
- C. Procedure for substitutions is specified elsewhere in Division 01.

#### 1.2 GENERAL

- A. Contractor shall be responsible for its costs to implement and administer RFI during the life of the Contract.
- B. Contractor may be responsible to the Owner for the cost of answering RFI where the answer can reasonably be found by a review of the Contract Documents.

#### 1.3 CONTRACTOR'S REQUESTS FOR INTERPRETATION

- A. Submit a Request for Interpretation to the Architect when:
  - 1. An unforeseen condition or constructability question occurs.
  - 2. Questions regarding information in the Contract Documents arise.
  - 3. Information not found in the Contract Documents is required.
- B. When possible, request such interpretation either verbally or in writing at the next scheduled Project meeting.
  - 1. When the RFI is answered at the Project meeting, number the RFI and enter the response into the meeting minutes.
  - 2. When the urgency of the need, or the complexity of the item makes interpretation at the next scheduled Project meeting impractical, prepare and submit a formal written RFI to the Architect without delay.
- C. RFI received directly from a subcontractor will be returned unprocessed to the Contractor.

#### 1.4 SUBMITTAL

- A. Submit RFIs within a reasonable time frame so as not to interfere with, or impede the progress of the Work.
  - 1. Keep the number of RFIs to a minimum.
  - 2. When the number and frequency of RFIs submitted becomes unwieldy, the Architect may require the Contractor to abandon the process and submit requests as either submittals, substitutions, or requests for change.
  - 3. When an answer to an RFI has an effect on cost or time, notify the Architect when the RFI is issued, in accordance with the Contract Documents. Notification shall occur prior to commencing such work, so that the change order process, when authorized, can be initiated.
  - 4. When submitting an RFI, alert the Architect, in writing, to the time available before the response will cause an impact to the Project schedule, except that in no case shall less

than 5 working days be allowed for the Architect to answer; answer to an RFI requested within less than 5 working days, after receipt by the Architect, will indicate a lack of planning on the Contractor's part and modification to the Construction schedule, as well as claims for additional costs, will not be allowed.

B. When submitted in writing, submit the RFI in quadruplicate as follows:

1. Legible written request (FAX and PDF issued electronically are acceptable) on a standard CSI or AIA preprinted form, or another form approved in advance by the Architect. Include the following information:
  - a. Project name, as listed on the Contract Documents, Architect's project number or other identifying number, if any.
  - b. Date.
  - c. Name, address, telephone and FAX numbers, of the Contractor.
  - d. Number and title of affected Specification Section or Sections.
  - e. Drawing numbers and detail references, as appropriate.
  - f. Clear, concise explanation of information or interpretation requested.
  - g. Blank, lined spaces for Architect's written response.

C. Each page of each attachment to the RFI shall bear the RFI number in the lower right corner.

D. Number submitted RFIs consecutively.

E. Sign and stamp all RFI forms. RFI from subcontractors or material suppliers shall be submitted through, and be reviewed by the Contractor prior to submittal to the Architect.

F. Unanswered RFI will be returned with a stamp or notation "NOT REVIEWED".

G. Prepare and maintain an RFI log. Update on a weekly basis. Log RFI number, brief description of content or subject discussed, date submitted, and date answered. Keep log current and furnish copy when so requested by the Architect; when records are kept on line, keep RFI log accessible to all concerned.

H. Allow a minimum of 5 working days for review and response time; the response time will be increased if more information is required, when the RFI is submitted out-of-sequence, or if in the opinion of the Architect, more time is needed to answer the RFI.

## 1.5 QUALITY ASSURANCE

A. Carefully study the Contract Documents to assure that the requested information is not available therein.

1. RFI which requests interpretation available in the Contract Documents may not be answered by the Architect.
2. Before submitting RFI to the Architect, verify that the information requested is not indicated in the Contract Documents, or cannot be determined from a careful review of same.

B. In all cases where a RFI is issued to request interpretation of coordination issues, for example, pipe and duct routing, clearances, specific locations of work shown diagrammatically, and similar items, the Contractor shall fully lay-out a suggested solution using drawings or sketches drawn to scale, and submit same with the RFI. RFI that fails to include a suggested solution may not be answered.

C. Do not use RFI for the following purpose:

1. To request approval of submittals.
2. To request approval of substitutions.
3. To request changes to the Contract Documents and to confirm action taken by the Contractor for requested changes/substitutions to the Contract Documents.

- D. If the Contractor believes that a interpretation by the Architect may result in a change in Contract price, the Contractor shall not proceed with the work indicated by the RFI until a Change Order or other acceptable tracking device is prepared and approved.
1. If the Contractor believes that a interpretation by the Architect results in additional cost, the Contractor shall identify in the RFI the basis of the Contractor's bid as it relates to the RFI.
  2. Answered RFI shall not be construed as approval to perform extra work.

**END OF SECTION**

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## SECTION 01 32 00 - CONSTRUCTION PROGRESS DOCUMENTATION

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section supplements Paragraph 28) of the General Conditions and includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:

1. Preliminary construction schedule.
2. Contractor's construction schedule.
3. Submittals Schedule.
4. Daily construction reports.
5. Material location reports.
6. Field condition reports.
7. Special reports.

#### 1.2 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project.
- B. Critical activities are activities on the critical path. They must start and finish on the planned early start and finish times.
1. Predecessor activity is an activity that must be completed before a given activity can be started.
- C. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.
- D. Critical path: The longest continuous chain of activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- E. Event: The starting or ending point of an activity.
- F. Float: The measure of leeway in starting and completing an activity.
1. Float time is not for the exclusive use or benefit of either County or Contractor, but is a jointly-owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
  2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the following activity.
  3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
- G. Fragnet: A partial or fragmentary network that breaks down activities into smaller activities for greater detail.
- H. Major area: A story of construction, a separate building, or a similar significant construction element.
- I. Milestone: A key or critical point in time for reference or measurement.
- J. Network diagram: A graphic diagram of a network schedule, showing activities and activity relationships.

### 1.3 SUBMITTALS

- A. Qualification data: For firms and persons specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- B. Submittals schedule: Submit 3 copies of schedule. Arrange the following information in a tabular format.
  - 1. Scheduled date for first submittal.
  - 2. Specification Section number and title.
  - 3. Submittal category (action or informational).
  - 4. Name of subcontractor.
  - 5. Description of the Work covered.
  - 6. Scheduled date for Owner's Representative's final release or approval.
- C. Preliminary construction schedule: Submit 2 printed copies; one single sheet of reproducible media, and one blackline print.
- D. Preliminary network diagram: Submit 2 printed copies; one single sheet of reproducible media, and one blackline print; large enough to show entire network for entire construction period.
- E. Contractor's construction schedule:
  - 1. Submit 2 printed copies of initial schedule, one reproducible print and one blackline print, large enough to show entire schedule for entire construction period.
  - 2. Submit an electronic copy of schedule, in PDF format, via email or on CD Rom disk(s) labeled to comply with requirements for submittals. Include type of schedule (Initial or updated) and date on label.
- F. CPM reports: Concurrent with CPM schedule, submit 3 printed copies of each of the following computer-generated reports. Format for each activity in reports shall contain activity number, activity description, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float.
  - 1. Activity report: List of all activities sorted by activity number and then early start date, or actual start date if known.
  - 2. Logic report: List of all preceding and succeeding activities, sorted in ascending order by activity number and then early start date, or actual start date, if known.
  - 3. Total float report: List of all activities sorted in ascending order of total float.
  - 4. Earnings report: Compilation of Contractor's total earnings from the Notice to Proceed until most recent Application for Payment.
- G. Daily construction reports: Submit 2 copies at weekly intervals.
- H. Field condition reports: Submit 2 copies at time of discovery of differing conditions.
- I. Special reports: Submit 2 copies at time of unusual event.

### 1.4 QUALITY ASSURANCE

- A. Scheduling consultant qualifications: Experienced specialist in CPM scheduling and reporting.
- B. Prescheduling conference: Conduct conference at Project site. Review methods and procedures related to the Preliminary Construction Schedule and Contractor's Construction Schedule, including, but not limited to, the following:
  - 1. Review software limitations and content and format for reports.
  - 2. Verify availability of qualified personnel needed to develop and update schedule.
  - 3. Discuss constraints, including phasing work stages, area separations, interim milestones and partial County occupancy.



4. Review delivery dates for County-furnished products.
5. Review schedule for work of County's separate contracts.
6. Review time required for review of submittals and resubmittals.
7. Review requirements for tests and inspections by independent testing and inspecting agencies.
8. Review time required for completion and startup procedures.
9. Review and finalize list of construction activities to be included in schedule.
10. Review submittal requirements and procedures.
11. Review procedures for updating schedule.

## 1.5 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- B. Coordinate Contractor's construction schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.
  1. Secure time commitments for performing critical elements of the Work from parties involved.
  2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

## PART 2 - PRODUCTS

### 2.1 SUBMITTALS SCHEDULE

- A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.
  1. Coordinate submittals schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.
  2. Initial submittal: Submit concurrently with preliminary Construction Schedule. Include submittals required during the first 60 days of construction. List those required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
    - a. At Contractor's option, show submittals on the Preliminary Construction Schedule, instead of tabulating them separately.
  3. Final submittal: Submit concurrently with the first complete submittal of Contractor's Construction Schedule.

### 2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Procedures: Comply with procedures contained in AGC's "Construction Planning & Scheduling."
- B. Time frame: Extend schedule from date established for the Notice to Proceed to date of Final Acceptance.
  1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.

- C. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following.
1. Activity duration: Define activities so no activity is longer than 20 days, unless specifically allowed by the Owner's Representative.
  2. Procurement Activities: Include procurement process activities for long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
  3. Submittal review time: Include review and resubmittal times indicated in Section 01 10 00. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.
  4. Startup and testing time: Include not less than 7 days for startup and testing.
  5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Owner's Representative's administrative procedures necessary for certification of Substantial Completion.
- D. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
1. Phasing: Arrange list of activities on schedule by phase.
  2. Products ordered in advance: Include a separate activity for each product. Delivery dates indicated stipulate the earliest possible delivery date.
  3. Work restrictions: Show the effect of the following items on the schedule.
    - a. Coordination with existing construction.
    - b. Limitations of continued occupancies.
    - c. Uninterruptible services.
    - d. Partial occupancy before Final Acceptance.
    - e. Use of premises restrictions.
    - f. Provisions for future construction.
    - g. Seasonal variations.
    - h. Environmental control.
  4. Work stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following.
    - a. Subcontract awards.
    - b. Submittals.
    - c. Purchases.
    - d. Mockups.
    - e. Fabrication.
    - f. Sample testing.
    - g. Deliveries.
    - h. Installation.
    - i. Tests and inspections.
    - j. Adjusting.
    - k. Curing.
    - l. Startup and placement into final use and operation.

5. Area separations: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following.
  - a. Structural completion.
  - b. Permanent space enclosure.
  - c. Completion of mechanical installation.
  - d. Completion of electrical installation.
  - e. Final Acceptance.
6. Other constraints: <Insert additional constraints not indicated elsewhere.>
- E. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and Final Acceptance.
- F. Cost correlation: At the head of schedule, provide a cost correlation line, indicating planned and actual costs. On the line, show dollar volume of the Work performed as of dates used for preparation of payment requests.
- G. Contract modifications: For each proposed Contract modification and concurrent with its submission, prepare a time-impact analysis using fragnets to demonstrate the effect of the proposed change on the overall Project Schedule.
- H. Computer software: Prepare schedules using a program developed specifically to manage construction schedules compatible with the latest version of MS Windows operating system.

## 2.3 PRELIMINARY CONSTRUCTION SCHEDULE

- A. Bar-chart schedule: Submit preliminary horizontal bar-chart-type construction schedule within 7 days of date established for the Notice to Proceed.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Outline significant construction activities for first 60 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

## 2.4 CONTRACTOR'S CONSTRUCTION SCHEDULE (CPM SCHEDULE)

- A. General: Prepare network diagrams using AON (activity-on-node) format.
- B. Preliminary network diagram: Submit diagram within 14 days of date established for the Notice to Proceed. Outline significant construction activities for the first 60 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.
- C. CPM schedule: Prepare Contractor's Construction Schedule using a CPM network analysis diagram.
  1. Develop network diagram in sufficient time to submit CPM schedule so it can be accepted for use no later than 30 days after date established for the Notice to Proceed.
  2. Conduct educational workshops to train and inform key Project personnel, including subcontractors' personnel, in proper methods of providing data and using CPM schedule information.
  3. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.
  4. Use "one workday" as the unit of time.

- D. CPM schedule preparation: Prepare a list of all activities required to complete the Work. Using the preliminary network diagram, prepare a skeleton network to identify probable critical paths.
1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities.
    - a. Preparation and processing of submittals.
    - b. Purchase of materials.
    - c. Delivery.
    - d. Fabrication.
    - e. Installation.
  2. Processing: Process data to produce output data or a computer-drawn, time-scaled network. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce the CPM schedule within the limitations of the Contract Time.
  3. Format:
    - a. Mark the critical path.
    - b. Locate the critical path near center of network; locate paths with most float near the edges.
    - c. Subnetworks on separate sheets are permissible for activities clearly off the critical path.
- E. Initial issue of schedule: Prepare initial network diagram from a list of straight "early start-total float" sort. Identify critical activities. Prepare tabulated reports showing the following.
1. Contractor or subcontractor and the Work or activity.
  2. Description of activity.
  3. Principal events of activity.
  4. Immediate preceding and succeeding activities.
  5. Early and late start dates.
  6. Early and late finish dates.
  7. Activity duration in workdays.
  8. Total float or slack time.
  9. Average size of workforce.
  10. Dollar value of activity (coordinated with the Schedule of Values).
- F. Schedule updating: Concurrent with making revisions to schedule, prepare tabulated reports showing the following.
1. Identification of activities that have changed.
  2. Changes in early and late start dates.
  3. Changes in early and late finish dates.
  4. Changes in activity durations in workdays.
  5. Changes in the critical path.
  6. Changes in total float or slack time.
  7. Changes in the Contract Time.
- G. Value summaries: Prepare 2 cumulative value lists, sorted by finish dates.
1. In first list, tabulate activity number, early finish date, dollar value, and cumulative dollar value.
  2. In second list, tabulate activity number, late finish date, dollar value, and cumulative dollar value.

3. In subsequent issues of both lists, substitute actual finish dates for activities completed as of list date.
4. Prepare list for ease of comparison with payment requests; coordinate timing with progress meetings.
  - a. In both value summary lists, tabulate "actual percent complete" and "cumulative value completed" with total at bottom.
  - b. Submit value summary printouts one week before each regularly scheduled progress meeting.

## 2.5 REPORTS

- A. Daily construction reports: Prepare a daily construction report recording the following information concerning events at Project site.
  1. List of subcontractors at Project site.
  2. List of separate contractors at Project site.
  3. Approximate count of personnel at Project site.
  4. High and low temperatures and general weather conditions.
  5. Accidents.
  6. Meetings and significant decisions.
  7. Unusual events (refer to special reports).
  8. Stoppages, delays, shortages, and losses.
  9. Meter readings and similar recordings.
  10. Emergency procedures.
  11. Orders and requests of authorities having jurisdiction.
  12. Change Orders received and implemented.
  13. Construction Change Directives received.
  14. Services connected and disconnected.
  15. Equipment or system tests and startups.
  16. Partial Completions and occupancies.
  17. Substantial Completions authorized.
- B. Field condition reports:
  1. Immediately on discovery of a difference between field conditions and the Contract Documents, prepare a detailed report.
  2. Submit with a request for information on form acceptable to the Owner's Representative.
  3. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

## 2.6 SPECIAL REPORTS

- A. General: Submit special reports directly to Contractor within one day of an occurrence. Distribute copies of report to parties affected by the occurrence.
- B. Reporting unusual events:
  1. When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report.
  2. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information.
  3. Advise Owner's Representative in advance when these events are known or predictable.

## PART 3 - EXECUTION

### 3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Scheduling consultant: Engage a consultant to provide planning, evaluation, and reporting using CPM scheduling.
  - 1. In-house option: County may waive the requirement to retain a consultant if Contractor employs skilled personnel with experience in CPM scheduling and reporting techniques. Submit qualifications.
  - 2. Meetings: Scheduling consultant shall attend all meetings related to Project progress, alleged delays, and time impact.
- B. Contractor's construction schedule updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
  - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
  - 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
  - 3. As the Work progresses, indicate Actual Completion percentage for each activity.
- C. Distribution: Distribute copies of approved schedule to Owner's Representative, , separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
  - 1. Post copies in Project meeting rooms and temporary field offices.
  - 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

### END OF SECTION

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## SECTION 01 40 00 - QUALITY REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
  - 1. Specific quality-control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
  - 2. Specified tests, inspections, and related actions do not limit Contractor's quality control procedures that facilitate compliance with the Contract Document requirements.
  - 3. Requirements for Contractor to provide quality control services required by Owner's Representative, Owner or authorities having jurisdiction are not limited by provisions of this Section.

#### 1.2 DEFINITIONS

- A. Quality assurance services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and ensure that proposed construction complies with requirements.
- B. Quality control services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that completed construction comply with requirements. Services do not include contract enforcement activities performed by Owner's Representative.
- C. Testing agency: Entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- D. "Delegated Design:" Also identified as "Deferred Submittal" and "Design/Bulld" in the Specifications.

#### 1.3 DELEGATED DESIGN

- A. Performance and design criteria:
  - 1. Where professional design services or certifications by a design professional are required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
  - 2. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Owner's Representative.

#### 1.4 QUALITY ASSURANCE

- A. Fabricator qualifications: Firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- B. Factory-authorized service representative qualifications: Authorized representative of manufacturer, trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

- C. Installer qualifications: Firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- D. Manufacturer qualifications: Firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance.
- E. Professional engineer qualifications:
  - 1. Professional engineer legally qualified to practice in California, and with experience to provide engineering services of the kind indicated.
  - 2. Engineering services are defined as those performed for installations of the system, assembly, or product similar to those indicated for this Project in material, design, and extent.
- F. Specialists:
  - 1. Certain Sections of the Specifications require that specific construction activities be performed by entities recognized as experts in those operations.
  - 2. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
  - 3. Requirement for specialists shall not supersede building codes and similar regulations governing the Work, nor interfere with local trade-union jurisdictional settlements and similar conventions.
- G. Testing agency qualifications: Firm with experience and capability to conduct testing and inspecting indicated, as documented by ASTM E 548, and that specializes in types of tests and inspections to be performed.
- H. Preconstruction testing:
  - 1. Testing agency shall perform preconstruction testing for compliance with specified requirements for performance and test methods.
  - 2. Contractor responsibilities include the following:
    - a. Provide test specimens and assemblies representative of proposed materials and construction. Provide sizes and configurations of assemblies to adequately demonstrate capability of product to comply with performance requirements.
    - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
    - c. Fabricate and install test assemblies using installers who will perform the same tasks for Project.
    - d. When testing is complete, remove assemblies; do not reuse materials on Project.
  - 3. Testing agency responsibilities:
    - a. Submit a certified written report of each test, inspection, and similar quality assurance service to Owner's Representative with copy to Contractor.
    - b. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

#### 1.5 QUALITY CONTROL

- A. Owner's Representative's responsibilities: Where quality control services are indicated as Owner's Representative's responsibility, Owner's Representative will engage a qualified testing agency to perform these services.



1. Owner's Representative will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of the types of testing and inspecting they are engaged to perform.
  2. Payment for these services will be made from testing and inspecting allowances, as authorized by Change Orders.
  3. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor and Contract Sum will be adjusted by Change Order.
- B. Contractor's responsibilities:
1. Unless otherwise indicated, provide quality control services specified and required by authorities having jurisdiction.
  2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
    - a. Contractor shall not employ the same entity engaged by Owner's Representative, unless agreed to in writing by Owner's Representative.
  3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
  4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
  5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
  6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Special tests and inspections:
1. Owner's Representative will engage a testing agency to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner's Representative.
  2. Testing agency will notify Owner's Representative, and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
  3. Testing agency will submit a certified written report of each test, inspection, and similar quality-control service to Owner's Representative, with copy to Contractor and to authorities having jurisdiction.
  4. Testing agency will submit a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
  5. Testing agency will interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
  6. Testing agency will retest and reinspect corrected work.
- D. Manufacturer's field services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing.
- E. Retesting/re-inspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that revised or replaced Work that failed to comply with requirements established by the Contract Documents.
- F. Testing agency's responsibilities:
1. Cooperate with Owner's Representative and Contractor in performance of duties.
  2. Provide qualified personnel to perform required tests and inspections.

3. Notify Owner's Representative and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
  4. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
  5. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
  6. Do not release, revoke, alter, or increase requirements of the Contract Documents or approve or accept any portion of the Work.
  7. Do not perform any duties of Contractor.
- G. Associated services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following.
1. Access to the Work.
  2. Incidental labor and facilities necessary to facilitate tests and inspections.
  3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
  4. Facilities for storage and field-curing of test samples.
  5. Delivery of samples to testing agencies.
  6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
  7. Security and protection for samples and for testing and inspecting equipment at Project site.
- H. Coordination:
1. Coordinate sequence of activities to accommodate required quality assurance and quality control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
  2. Schedule times for tests, inspections, obtaining samples, and similar activities.
- I. Schedule of tests and inspections:
1. Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Submit schedule within 30 days of date established for the Notice to Proceed.
  2. Distribute schedule to Owner's Representative, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

## PART 2 - PRODUCTS

NOT USED

## PART 3 - EXECUTION

### 3.1 REPAIR AND PROTECTION

#### A. General:

1. At completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.

VETERANS MEMORIAL PARK  
IRRIGATION SYSTEM IMPROVEMENTS  
MEMORIAL DRIVE, HOLLISTER, CA

QUALITY REQUIREMENTS  
01 40 00 - 4  
01/20/2012

2. Provide materials and comply with installation requirements specified in other Sections of these Specifications. Restore patched areas and extend restoration into adjoining areas in a manner that eliminates evidence of patching.
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

**END OF SECTION**

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## SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes requirements for temporary facilities and controls, including temporary utilities, support facilities, and security and protection facilities.
- B. Temporary utilities include, but are not limited to, the following:
  - 1. Sewers and drainage.
  - 2. Water service and distribution.
  - 3. Sanitary facilities, including toilets, wash facilities, and drinking-water facilities.
  - 4. Heating and cooling facilities.
  - 5. Ventilation.
  - 6. Electric power service.
  - 7. Lighting.
  - 8. Telephone service.
- C. Support facilities include, but are not limited to, the following:
  - 1. Temporary roads and paving.
  - 2. Dewatering facilities and drains.
  - 3. Project identification and temporary signs.
  - 4. Waste disposal facilities.
  - 5. Field offices.
  - 6. Storage and fabrication sheds.
  - 7. Lifts and hoists.
  - 8. Temporary elevator usage.
  - 9. Temporary stairs.
  - 10. Construction aids and miscellaneous services and facilities.
- D. Security and protection facilities include, but are not limited to, the following:
  - 1. Environmental protection.
  - 2. Stormwater control.
  - 3. Tree and plant protection.
  - 4. Pest control.
  - 5. Site enclosure fence.
  - 6. Security enclosure and lockup.
  - 7. Barricades, warning signs, and lights.
  - 8. Temporary enclosures.
  - 9. Temporary partitions.
  - 10. Fire protection.
- E. Related requirements:
  - 1. Divisions 02 through 48 for temporary heat, ventilation, and humidity requirements for products in those Sections.

#### 1.2 DEFINITIONS

- A. Permanent enclosure: Permanent or temporary roofing is complete, insulated, and weathertight; exterior walls are insulated and weathertight; and all openings are closed with permanent construction or substantial temporary closures.

### 1.3 USE CHARGES

- A. General: Cost or use charges for temporary facilities are not chargeable to County or Owner's Representative and shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to, the following:
  - 1. County's construction forces.
  - 2. Occupants of Project.
  - 3. Owner's Representative.
  - 4. Testing agencies.
  - 5. Personnel of authorities having jurisdiction.
- B. Sewer service: Pay sewer service use charges for sewer usage, by all parties engaged in construction, at Project site.
- C. Water service: Use water from County's existing water system without metering and without payment of use charges.
- D. Electric power service: Use electric power from County's existing system without metering and without payment of use charges.

### 1.4 SUBMITTALS

- A. Temporary utility reports: Submit reports of tests, inspections, meter readings, and similar procedures performed on temporary utilities.
- B. Implementation and termination schedule: Within 15 days of date established for submittal of Contractor's Construction Schedule, submit a schedule indicating implementation and termination of each temporary utility.

### 1.5 QUALITY ASSURANCE

- A. Standards: Comply with ANSI A10.6, NECA, Temporary Electrical Facilities, and NFPA 241, Standard For Safeguarding Construction, Alteration, And Demolition Operations.
  - 1. Trade jurisdictions: Assigned responsibilities for installation and operation of temporary utilities are not intended to interfere with trade regulations and union jurisdictions.
  - 2. Electric service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70, National Electrical Code.
- B. Tests and inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

### 1.6 PROJECT CONDITIONS

- A. Temporary utilities: At earliest feasible time, when acceptable to Owner's Representative, change over from use of temporary service to use of permanent service.
- B. Conditions of use: The following conditions apply to use of temporary services and facilities by all parties engaged in the Work:
  - 1. Keep temporary services and facilities clean and neat.
  - 2. Relocate temporary services and facilities as required by progress of the Work.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. As selected by the Contractor.

### 2.2 EQUIPMENT

- A. General: Provide equipment suitable for use intended.
- B. Field offices: Prefabricated mobile units or job-built construction with lockable entrances, operable windows, and serviceable finishes; heated and air conditioned; on foundations adequate for normal loading.
- C. Telephone and data service:
  - 1. Provide and maintain telephone service to field office for duration of construction, including speaker phone capability on all telephone instruments.
  - 2. Provide and maintain one dedicated line for facsimile service, and an automatic facsimile machine in field office.
  - 3. Provide and maintain a dedicated high speed (DSL or cable) line for email service compatible with both Owner's Representative's systems, and computer terminal and modem, in field office. Email service shall be in operation 24 hours a day, 7 days a week.
  - 4. Provide telephone voice mail capabilities through local telephone company or with separate equipment.
- D. Fire extinguishers:
  - 1. Hand-carried, portable, UL rated. Provide class and extinguishing agent as indicated or a combination of extinguishers of NFPA-recommended classes for exposures.
  - 2. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.
- E. Self-contained toilet units: Single-occupant units of chemical, aerated recirculation, or combustion type; vented; fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material.
- F. Drinking-water fixtures: Drinking-water fountains or containerized, tap-dispenser, bottled-water drinking-water units, including paper cup supply.
- G. Heating equipment: Unless Owner's Representative authorizes use of permanent heating system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
  - 1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
  - 2. Provide heating units listed and labeled, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use for type of fuel being consumed.
- H. Electrical outlets: Properly configured, NEMA-polarized outlets to prevent insertion of 110- to 120-V plugs into higher-voltage outlets; equipped with ground-fault circuit interrupters, reset button, and pilot light.
- I. Power distribution system circuits: Where permitted, overhead and exposed for surveillance, wiring circuits, not exceeding 125-V ac, 20-A rating, and lighting circuits may be nonmetallic sheathed cable.

## PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.
- B. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

### 3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Engage appropriate local utility company to install temporary service or connect to existing service. Where utility company provides only part of the service, provide the remainder with matching, compatible materials and equipment. Comply with utility company recommendations.
  - 1. Arrange with utility company, Owner's Representative, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
  - 2. Provide adequate capacity at each stage of construction. Before temporary utility is available, provide trucked-in services.
  - 3. Obtain easements to bring temporary utilities to Project site where County's easements cannot be used for that purpose.
- B. Sewers and drainage: If sewers are available, provide temporary connections to remove effluent that can be discharged lawfully. If sewers are not available or cannot be used, provide drainage ditches, dry wells, stabilization ponds, and similar facilities. If neither sewers nor drainage facilities can be lawfully used for discharge of effluent, provide containers to remove and dispose of effluent off-site in a lawful manner.
  - 1. Filter out excessive soil, construction debris, chemicals, oils, and similar contaminants that might clog sewers or pollute waterways before discharge.
  - 2. Connect temporary sewers to municipal system as directed by sewer department officials.
  - 3. Maintain temporary sewers and drainage facilities in a clean, sanitary condition. After heavy use, restore normal conditions promptly.
  - 4. Provide temporary filter beds, settlement tanks, separators, and similar devices to purify effluent to levels acceptable to authorities having jurisdiction.
- C. Water service: Install water service and distribution piping in sizes and pressures adequate for construction until permanent water service is in use. Sterilize temporary water piping before use.
  - 1. Provide rubber hoses as necessary to serve Project site.
  - 2. As soon as water is required at each level, extend service to form a temporary water- and fire-protection standpipe. Provide distribution piping. Space outlets so water can be reached with a 100-foot hose. Provide one hose at each outlet.
  - 3. Where installations below an outlet might be damaged by spillage or leakage, provide a drip pan of suitable size to minimize water damage. Drain accumulated water promptly from pans.
  - 4. Provide pumps to supply a minimum of 30 psi static pressure at highest point. Equip pumps with surge and storage tanks and automatic controls to supply water uniformly at reasonable pressures.

- D. Sanitary facilities: Provide temporary toilets, wash facilities, and drinking-water fixtures. Comply with regulations and health codes for type, number, location, operation, and maintenance of fixtures and facilities.
1. Disposable supplies: Provide toilet tissue, paper towels, paper cups, and similar disposable materials for each facility. Maintain adequate supply. Provide covered waste containers for disposal of used material.
  2. Toilets: Install self-contained toilet units. Shield toilets to ensure privacy.
  3. Wash facilities: Install wash facilities supplied with potable water at convenient locations for personnel who handle materials that require wash up. Dispose of drainage properly. Supply cleaning compounds appropriate for each type of material handled.
  4. Drinking-water facilities: Provide potable drinking-water units.
  5. Locate toilets and drinking-water fixtures so personnel need not walk more than 2 levels or stories vertically or 200 feet horizontally to facilities.
- E. Heating and cooling: Provide the following unless work is so sequenced that permanent systems are commissioned to provide required environmental conditions, either those specified, or recommended by material/assembly manufacturer.
1. Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity.
  2. Select equipment from that specified that will not have a harmful effect on completed installations or elements being installed.
  3. Maintain a minimum temperature of 50-degree F in permanently enclosed portions of building for normal construction activities, and 65-degree F for finishing activities and areas where finished Work has been installed.
- F. Ventilation and humidity control:
1. Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity.
  2. Select equipment from that specified that will not have a harmful effect on completed installations or elements being installed.
  3. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.
- G. Electric power service:
1. Provide weatherproof, grounded electric power service and distribution system of sufficient size, capacity, and power characteristics during construction period.
  2. Include meters, transformers, overload-protected disconnecting means, automatic ground-fault interrupters, and main distribution switchgear.
  3. Connect temporary service to County's existing power source, as directed by electric company officials.
- H. Electric distribution: Provide receptacle outlets adequate for connection of power tools and equipment.
1. Provide waterproof connectors to connect separate lengths of electrical power cords if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage ratio.
  2. Provide warning signs at power outlets other than 110 to 120 V.
  3. Provide metal conduit, tubing, or metallic cable for wiring exposed to possible damage. Provide rigid steel conduits for wiring exposed on grades, floors, decks, or other traffic areas.
  4. Provide metal conduit enclosures or boxes for wiring devices.



5. Provide 4-gang outlets, spaced so 100-foot extension cord can reach each area for power hand tools and task lighting. Provide a separate 125-V ac, 20-A circuit for each outlet.
- I. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations and traffic conditions.
1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
  2. Provide one 100-W power-saving fluorescent lamp per 500 square-foot, uniformly distributed, for general lighting, or equivalent illumination.
  3. Provide one 100-W power-saving fluorescent lamp every 50-foot in traffic areas.
  4. Provide one 100-W power-saving fluorescent lamp per story in stairways and ladder runs, located to illuminate each landing and flight.
  5. Install exterior-yard site lighting that will provide adequate illumination for construction operations, traffic conditions, and signage visibility when the Work is being performed.
  6. Install lighting for Project identification sign.
- J. Telephone service: Provide temporary telephone service throughout construction period as specified. Install separate telephone line for each field office and first-aid station.
1. Provide additional telephone lines for the following:
    - a. In field office with more than 2 occupants.
    - b. Provide a dedicated telephone line for each facsimile machine and computer with modem in each field office.
    - c. Install a telephone on every second or third story of construction.
  2. At each telephone, post a list of important telephone numbers:
    - a. Police and fire departments.
    - b. Ambulance service.
    - c. Contractor's home office.
    - d. Principal subcontractors' field and home offices.
  3. Provide an answering machine, voice-mail service or messaging service on Contractor's project manager and superintendent's telephone.
  4. Furnish superintendent with electronic paging device or portable 2-way radio for use when away from field office.
  5. Provide a portable cellular telephone for superintendent's use in making and receiving telephone calls when away from field office.

### 3.3 SUPPORT FACILITIES INSTALLATION

A. General: Comply with the following.

1. Provide incombustible construction for offices, shops, and sheds located within construction area or within 30 feet of building lines. Comply with NFPA 241.

2. Maintain support facilities until near Substantial Completion. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities under conditions acceptable to Owner's Representative.
- B. Dewatering facilities and drains:
1. Maintain Project site, excavations, and construction free of water.
  2. Comply with requirements in applicable Division 31 Sections for temporary drainage and dewatering facilities and operations not directly associated with construction activities included in individual Sections. Where feasible, use same facilities.
  3. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining property nor endanger permanent Work or temporary facilities.
  4. Before connection and operation of permanent drainage piping system, provide temporary drainage where roofing or similar waterproof deck construction is completed.
- C. Project identification and temporary signs:
1. General:
    - a. Prepare Project identification and other signs as directed.
    - b. Install signs to inform public and persons seeking entrance to Project.
    - c. Do not permit installation of unauthorized signs.
  2. Engage an experienced sign painter to apply graphics for Project identification signs.
  3. Prepare temporary signs to provide directional information to construction personnel and visitors.
  4. Construct signs of exterior-type Grade B-B high-density concrete form overlay plywood in sizes and thicknesses indicated. Support on posts or framing of preservative-treated wood or steel.
  5. Paint sign panel and applied graphics with exterior-grade acrylic enamel over exterior primer.
- D. Waste disposal facilities:
1. Develop a waste management plan for Work performed on Project. Indicate types of waste materials Project will produce and estimate quantities of each type. Provide detailed information for on-site waste storage and separation of recyclable materials. Provide information on destination of each type of waste material and means to be used to dispose of all waste materials.
  2. If required by authorities having jurisdiction, provide separate containers, clearly labeled, for each type of waste material to be deposited.
  3. Provide waste-collection containers in sizes adequate to handle waste from construction operations. Containerize and clearly label hazardous, dangerous, or unsanitary waste materials separately from other waste.
- E. Janitorial services: Provide janitorial services on a daily basis for temporary offices, first-aid stations, toilets, wash facilities, eating and similar areas.
- F. Common-use field office: Provide an insulated, weathertight, air-conditioned field office for use as a common facility by all personnel engaged in construction activities; of sufficient size to accommodate required office personnel and meetings of 10 persons at Project site. Keep office clean and orderly.
1. Furnish and equip offices as follows:
    - a. Desk and four chairs, four-drawer file cabinet, a plan table, a plan rack, and bookcase.

- b. Water cooler and private toilet complete with water closet, lavatory, and medicine cabinet with mirror.
  - c. Coffee machine and supplies, including regular and decaffeinated coffee, filters, cups, stirring sticks, creamer, sugar, and sugar substitute.
  - d. Provide a room of not less than 240 square feet for Project meetings. Furnish room with conference table, 12 folding chairs, and 4-foot square tackboard.
- 2. Provide HVAC equipment capable of maintaining a uniform indoor temperature of 68-degree F. to 76-degree F.
- 3. Provide light fixtures capable of maintaining average illumination of 20 fc at desk height. Provide 110- to 120-V duplex outlets spaced at not more than 12-foot intervals, 1 per wall in each room.
- G. Storage and fabrication sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment involved, including temporary utility services.
- H. Lifts and hoists:
  - 1. Provide facilities for hoisting materials and personnel.
  - 2. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.
- I. Temporary elevator usage: Refer to Division 14 for temporary use of new elevators.
- J. Temporary stairs: Until permanent stairs are available, provide temporary stairs where ladders are not adequate. Cover finished, permanent stairs with protective covering of plywood or similar material so finishes will be undamaged at time of acceptance.
- K. Building stair usage:
  - 1. Use of building stairs will be permitted as long as stairs are cleaned and maintained in a condition acceptable to Owner's Representative.
  - 2. Provide protective coverings, barriers, devices, signs, or other procedures to protect stairs and to maintain means of egress. If, despite such protection, stairs are damaged, restore damaged areas so no evidence remains of correction work.
  - 3. At Substantial Completion, restore stairs to condition existing before initial use.

### 3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Environmental protection:
  - 1. Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
  - 2. Avoid using tools and equipment that produce harmful noise.
  - 3. Restrict use of noisemaking tools and equipment to hours that will minimize complaints from persons or firms near Project site.
- B. Stormwater control: Provide earthen embankments and similar barriers in and around excavations and subgrade construction, sufficient to prevent flooding by runoff of stormwater from heavy rains.
- C. Tree and plant protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from construction damage. Protect tree root systems from damage, flooding, and erosion.
- D. Site enclosure fence:
  - 1. Before construction operations begin, install chain-link enclosure fence with lockable entrance gates.
  - 2. Locate to enclose portion determined sufficient to accommodate construction operations.

3. Install to prevent people, dogs, and other animals from easily entering site except by entrance gates.
  4. Provide gates in sizes and at locations necessary to accommodate delivery vehicles and other construction operations.
  5. Maintain security by limiting number of keys and restricting distribution to authorized personnel. Provide Owner's Representative with one set of keys.
- E. Security enclosure and lockup: Install substantial temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.
- F. Barricades, warning signs, and lights:
1. Comply with standards and code requirements for erecting structurally adequate barricades.
  2. Paint with appropriate colors, graphics, and warning signs to inform personnel and public of possible hazard.
  3. Where appropriate and needed, provide lighting, including flashing red or amber lights.
  4. For safety barriers and similar uses, provide minimum 5/8-inch thick exterior plywood.
- G. Temporary enclosures:
1. Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities.
  2. Provide temporary weathertight enclosure for building exterior.
  3. Where heating or cooling is needed and permanent enclosure is not complete, provide insulated temporary enclosures. Coordinate enclosure with ventilating and material drying or curing requirements to avoid dangerous conditions and effects.
  4. Close vertical openings of 25 square feet or less with plywood or similar materials.
  5. Close openings in floor or roof decks and horizontal surfaces with load-bearing, wood-framed construction.
  6. Install tarpaulins securely using fire-retardant materials.
  7. Where temporary wood or plywood enclosure exceeds 100 square feet in area, use fire-retardant-treated material for framing and main sheathing.
- H. Temporary partitions: Erect and maintain dustproof partitions and temporary enclosures to limit dust and dirt migration and to separate areas from fumes and noise.
1. Construct dustproof partitions of not less than nominal 4-inch studs, 5/8-inch gypsum wallboard with joints taped on occupied side, and 1/2-inch fire-retardant plywood on construction side.
  2. Construct dustproof, floor-to-ceiling partitions of not less than nominal 4-inch studs, 2 layers of 3-mil polyethylene sheets, inside and outside temporary enclosure. Cover floor with 2 layers of 3-mil polyethylene sheets, extending sheets 18 inches up the side walls. Overlap and tape full length of joints. Cover floor with 3/4 inch fire-retardant plywood.
    - a. Construct a vestibule and airlock at each entrance to temporary enclosure with not less than 48 inches between doors. Maintain water-dampened foot mats in vestibule.
  3. Seal joints and perimeter. Equip partitions with dustproof doors and security locks.
  4. Protect air-handling equipment.
  5. Weatherstrip openings.
- I. Temporary fire protection: Until fire-protection needs are supplied by permanent facilities, install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.

1. Provide fire extinguishers, installed on walls on mounting brackets, visible and accessible from space being served, with sign mounted above.
  - a. Field offices: Class A stored-pressure water-type extinguishers.
  - b. Other locations: Class ABC dry-chemical extinguishers or a combination of extinguishers of NFPA-recommended classes for exposures.
  - c. Locate fire extinguishers where convenient and effective for their intended purpose; provide not less than one extinguisher on each floor at or near each usable stairwell.
2. Store combustible materials in containers in fire-safe locations.
3. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire-protection facilities, stairways, and other access routes for firefighting. Prohibit smoking in hazardous fire-exposure areas.
4. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition.
5. At earliest feasible date in each area of Project, complete installation of permanent fire-protection facility, including connected services, and place into operation and use. Instruct key personnel on use of facilities.
6. Develop and supervise an overall fire-prevention and first-aid fire-protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
7. Provide hoses for fire protection of sufficient length to reach construction areas. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.
8. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

### 3.5 PROTECTION OF EXISTING BUILDING:

1. Install protection before activities within existing building or on existing roof.
2. Activate each fire sprinkler alarm valve system as soon as roof activities are completed.
3. Protect existing roof from walking, working and equipment. Minimum method: 3/4-inch exterior plywood.
4. Temporary partitions at interior of existing building:
  - a. Construct of incombustible materials, with all wood materials fire retardant treated. Dust-proof with tape or other acceptable means. Apply 2 coats of paint to wood surfaces visible to public and Owner's Representative.
5. Restore surfaces of existing building to original condition where damaged due to work of this Contract or due to insufficient protection. Pay for repair of damage to contents.
6. Do not allow water to enter wall insulation or roof insulation to remain.
7. Protect interior of existing structure from dust and weather and conserve interior heat. Protect temporary openings in exterior walls with fire-retardant treated weatherproof plywood closures.

### 3.6 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance:

1. Maintain facilities in good operating condition until removal.
  2. Protect from damage caused by freezing temperatures and similar elements.
  3. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
  4. Maintain markers for underground lines. Protect from damage during excavation operations.
- C. Operate Project identification-sign lighting daily from dusk until 12:00 midnight.
- D. Temporary facility changeover: Except for using permanent fire protection, as soon as available, change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- E. Termination and removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
1. Materials and facilities that constitute temporary facilities are the property of Contractor. Owner's Representative reserves right to take possession of Project identification signs.
  2. Remove temporary paving not intended for or acceptable for integration into permanent paving. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
  3. At Final Acceptance, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements specified elsewhere

#### END OF SECTION

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## SECTION 01 73 19 - CUTTING AND PATCHING

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes procedural requirements for cutting and patching.
- B. Related requirements:
  - 1. Division 02 for selective demolition.
  - 2. Division 07 for through-penetration firestop systems.
  - 3. Divisions 02 through 48 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.
    - a. Requirements in this Section apply to mechanical and electrical installations. Refer to Divisions 23 and 26 Sections for other requirements and limitations applicable to cutting and patching mechanical and electrical installations.

#### 1.2 DEFINITIONS

- A. Cutting: Removal of existing construction necessary to permit installation or performance of other Work.
- B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

#### 1.3 SUBMITTALS

- A. Cutting and patching proposal: Submit a proposal describing procedures at least 10 days before the time cutting and patching will be performed, requesting approval to proceed. Include the following information:
  - 1. Extent: Describe cutting and patching, show how that work will be performed, and indicate why cutting and patching cannot be avoided.
  - 2. Changes to existing 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 and firms or entities that will perform the Work.
  - 4. Dates: Indicate when cutting and patching will be performed.
  - 5. Utilities: List utilities that cutting and patching procedures will disturb or affect. List utilities that will be relocated and those that will be temporarily out of service. Indicate how long service will be disrupted.
  - 6. Structural elements: Where cutting and patching involve adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with original structure.
  - 7. Owner's Representative's approval: Obtain approval of cutting and patching proposal before cutting and patching. Approval does not waive Owner's Representative's right to later require removal and replacement of unsatisfactory work.

#### 1.4 QUALITY ASSURANCE

- A. Structural elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.

- B. Operational elements: Do not cut and patch the following 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.
1. Primary operational systems and equipment.
  2. Air or smoke barriers.
  3. Fire-protection systems.
  4. Control systems.
  5. Communication systems.
  6. Conveying systems.
  7. Electrical wiring systems.
  8. Operating systems of special construction in Division 13 Sections.
- C. Miscellaneous elements: Do not cut and patch the following elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or would require an increase in maintenance or a decrease in operational life or safety.
1. Water, moisture, or vapor barriers.
  2. Membranes and flashings.
  3. Exterior curtain-wall construction.
  4. Equipment supports.
  5. Piping, ductwork, vessels, and equipment.
  6. Noise- and vibration-control elements and systems.
- D. Visual requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Owner's Representative's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
1. If possible, retain original Installer or fabricator to cut and patch exposed Work listed below. If it is impossible to engage original Installer or fabricator, engage another recognized, experienced, and specialized firm.
    - a. Processed concrete finishes.
    - b. Roofing.
    - c. Firestopping.
    - d. HVAC enclosures, cabinets, or covers.
- E. Cutting and patching conference:
1. Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades.
  2. Review areas of potential interference and conflict.
  3. Coordinate procedures and resolve potential conflicts before proceeding.

#### 1.5 WARRANTIES/GUARANTEES

- A. Existing warranties/guarantees: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials that will not void existing warranties/guarantees.



## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections of these Specifications.
- B. Existing materials to be cut and patched:
  - 1. Use patching materials identical to existing materials. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
  - 2. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of existing materials.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
  - 1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
  - 2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Temporary support: Provide temporary support of Work to be cut.
- B. Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- C. Adjoining areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Existing services: Where existing services are required to be removed, relocated, or abandoned, bypass such services before cutting to avoid interruption of services to occupied areas.

### 3.3 PERFORMANCE

- A. General:
  - 1. Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
  - 2. Cut existing 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. Cutting: Cut existing construction by sawing, drilling, breaking, chipping, grinding, and similar operations, 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 as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  2. Existing Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
  3. Concrete: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
  4. Excavating and backfilling: Comply with requirements in applicable Division 2 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.
- C. 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 possible. Provide materials and comply with installation requirements specified in other Sections of these Specifications.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate 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 eliminate evidence of patching and refinishing.
  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 existing 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, apply primer and intermediate paint coats 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 existing 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 weathertight condition.

#### END OF SECTION

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## SECTION 02 41 11 - SELECTIVE DEMOLITION

### PART 1 - GENERAL

#### 1.1 SUMMARY

##### A. Section includes:

1. Demolition and removal of selected building improvements.
2. Demolition and removal of selected site elements.
3. Repair procedures for selective demolition operations.
4. Salvaging materials to be reinstalled.

#### 1.2 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and salvage: Detach items from existing construction and deliver them to Owner ready for reuse.
- C. Remove and reinstall: Detach items from existing construction, prepare them for reuse, and reinstall them where indicated.
- D. Existing to remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

#### 1.3 MATERIALS OWNERSHIP

- A. Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, demolished materials shall become Contractor's property and shall be removed from Project site.

#### 1.4 SUBMITTALS

- A. Qualification data: For firms and persons specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- B. Proposed dust-control and noise-control measures: Submit statement or drawing that indicates the measures proposed for use, proposed locations, and proposed time frame for their operation. Identify options if proposed measures are later determined to be inadequate.
- C. Schedule of selective demolition activities: Indicate the following:
  - 1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity.
  - 2. Interruption of utility services.
  - 3. Coordination for shutoff, capping, and continuation of utility services.
  - 4. Use of elevator and stairs.
  - 5. Locations of temporary partitions and means of egress.
  - 6. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.
- D. Inventory: After selective demolition is complete, submit a list of items that have been removed and salvaged.
- E. Predemolition photographs or videotape: Show existing conditions of adjoining construction and site improvements, including finish surfaces, that might be misconstrued as damage caused by selective demolition operations. Submit before Work begins.

## 1.5 QUALITY ASSURANCE

- A. Demolition firm qualifications: An experienced firm that has specialized in demolition work similar in material and extent to that indicated for this Project.
- B. Professional engineer qualifications: Comply with Division 1 Section "Quality Requirements."
- C. Regulatory requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- D. Standards: Comply with ANSI A10.6 and NFPA 241.
- E. Predemolition conference: Conduct conference at Project site. Review methods and procedures related to selective demolition including, but not limited to, the following:
  - 1. Inspect and discuss condition of construction to be selectively demolished.
  - 2. Review structural load limitations of existing structure.
  - 3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
  - 4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.

## 1.6 PROJECT CONDITIONS

- A. Owner assumes no responsibility for condition of areas to be selectively demolished.
  - 1. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
  - 2. Before selective demolition, Owner will remove items so indicated on the Drawings:
- B. Hazardous materials:
  - 1. It is not expected that hazardous materials will be encountered in the Work.
  - 2. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.
- C. Storage or sale of removed items or materials on-site will not be permitted.
- D. Utility service:
  - 1. Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
  - 2. Maintain fire-protection facilities in service during selective demolition operations.

## 1.7 WARRANTY

- A. Existing warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials that will not void existing warranties.

## PART 2 - PRODUCTS

### 2.1 REPAIR MATERIALS

- A. Use repair materials identical to existing materials.
  - 1. If identical materials are unavailable or cannot be used for exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
  - 2. Use a material whose installed performance equals or surpasses that of existing materials.
- B. Comply with material and installation requirements specified in individual Specification Sections.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- C. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.
- D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.
- E. Engage a professional engineer to survey condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective demolition operations.
- F. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

### 3.2 UTILITY SERVICES

- A. Existing utilities: Maintain services indicated to remain and protect them against damage during selective demolition operations.
- B. Do not interrupt existing utilities serving occupied or operating facilities unless authorized in writing by Owner and authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to Owner and to authorities having jurisdiction.
  - 1. Provide at least 72 hours' notice to Owner if shutdown of service is required during changeover.
- C. Utility requirements: Locate, identify, disconnect, and seal or cap off indicated utilities serving areas to be selectively demolished.
  - 1. Owner will arrange to shut off indicated utilities when requested by Contractor.
  - 2. Arrange to shut off indicated utilities with utility companies.
  - 3. If utility services are required to be removed, relocated, or abandoned, before proceeding with selective demolition provide temporary utilities that bypass area of selective demolition and that maintain continuity of service to other parts of building.

4. Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing.
- D. Utility requirements: Refer to Divisions 22 and 26 for shutting off, disconnecting, removing, and sealing or capping utilities. Do not start selective demolition work until utility disconnecting and sealing have been completed and verified in writing.

### 3.3 PREPARATION

- A. Dangerous materials: Drain, purge, or otherwise remove, collect, and dispose of chemicals, gases, explosives, acids, flammables, or other dangerous materials before proceeding with selective demolition operations.
- B. Existing facilities: Comply with Owner's requirements for using and protecting elevators, stairs, walkways, loading docks, building entries, and other building facilities during selective demolition operations.
- C. Site access and temporary controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
1. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.
  2. Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction.
  3. Protect existing site improvements, appurtenances, and landscaping to remain.
  4. Erect a plainly visible fence around drip line of individual trees or around perimeter drip line of groups of trees to remain.
- D. Temporary facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
  2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
  3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
  4. Cover and protect furniture, furnishings, and equipment that have not been removed.
- E. Temporary enclosures:
1. Provide temporary enclosures for protection of existing building and construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
  2. Where heating or cooling is needed and permanent enclosure is not complete, provide insulated temporary enclosures. Coordinate enclosure with ventilating and material drying or curing requirements to avoid dangerous conditions and effects.
- F. Temporary partitions: Erect and maintain dustproof partitions and temporary enclosures to limit dust and dirt migration and to separate areas from fumes and noise.

G. Temporary shoring:

1. Provide and maintain temporary shoring, bracing and other structural support to preserve stability and prevent movement, settlement, or collapse of construction to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
2. Strengthen or add new supports when required during progress of selective demolition.

3.4 POLLUTION CONTROLS

A. Dust control: Use water mist, temporary enclosures, and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations.

1. Do not use water when it may damage existing construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.
2. Wet mop floors to eliminate trackable dirt and wipe down walls and doors of demolition enclosure. Vacuum carpeted areas.

B. Disposal:

1. Remove and transport debris in a manner to prevent spillage on adjacent surfaces and areas.
2. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.

C. Cleaning: Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

3.5 SELECTIVE DEMOLITION

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows.

1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
4. Do not use cutting torches until work area is cleared of flammable materials. In concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain fire watch and appropriate portable fire-suppression devices in close proximity during flame-cutting operations.
5. Remove structural framing members and lower to ground to avoid free fall and prevent ground impact and dust generation.
6. Locate selective demolition equipment and remove debris and materials to prevent imposing excessive loads on supporting walls, floors, or framing.

7. Dispose of demolished items and materials promptly. Do not allow to accumulate on site.
8. Return elements of construction and surfaces to remain to condition existing before selective demolition operations began.

B. Concrete:

1. Demolish in sections. Except as specified below, cut concrete to a depth of at least 3/4-inch at junctures with construction to remain, by sawing. Dislodge concrete from reinforcement at perimeter of areas being demolished, cut reinforcement, and then remove remainder of concrete indicated for selective demolition. Neatly trim openings to dimensions indicated.
2. Where cut edge of concrete will remain exposed in the Work, cut concrete full depth at junctures with construction to remain using power-driven saw.

C. Concrete slabs-on-grade: Saw-cut perimeter of area to be demolished, then break up and remove.

D. Resilient floor coverings:

1. Remove floor coverings and adhesive according to recommendations in RFCI-WP and its Addendum.
2. Remove residual adhesive and prepare substrate for new floor coverings by one of the methods recommended by RFCI.

3.6 PATCHING AND REPAIRS

A. General: Promptly repair damage to adjacent construction caused by selective demolition operations.

B. Patching: Comply with Section 01 73 19.

C. Repairs:

1. Where repairs to existing surfaces are required, patch to produce surfaces suitable for new materials.
2. Completely fill holes and depressions in existing concrete and masonry walls to remain with an approved masonry patching material applied according to manufacturer's recommendations.

D. Finishes:

1. Restore exposed finishes of patched areas and extend restoration into adjoining construction in a manner that eliminates evidence of patching and refinishing.
2. Refinish patched portions of painted or coated surfaces to be invisible from untouched, adjacent surfaces as specified below.
3. When existing surface finish cannot be matched, or when the result is unacceptable to the Architect, refinish entire surface to nearest intersections.

E. Floors and walls: Where walls or partitions that are demolished extend from 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 existing floor and wall coverings and replace with new materials, where necessary to achieve uniform color and appearance.

1. Patch with durable seams that are as inconspicuous as possible. Provide materials and comply with installation requirements specified in other Sections of these Specifications.
2. Where patching occurs in a painted surface, apply primer and intermediate paint coats over patch and apply final paint coat over entire unbroken surface containing patch. Provide additional coats until patch blends with adjacent surfaces.



3. Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
- F. Ceilings: Patch, repair, or rehang existing ceilings as necessary to provide an even-plane surface of uniform appearance.
- G. Transition from existing to new work:
  1. When new work abuts or finishes flush with existing work, make a smooth and clean transition. Patched work shall match existing adjacent work in texture and appearance so that the patch or transition is invisible at a distance of 5 feet.
  2. When finished surfaces are cut in such a way that a smooth and clean transition with the new work is not possible, notify Architect. Terminate existing surface in a neat manner along a straight line at a natural line of division, and provide trim appropriate to finished surface, or as otherwise directed by Architect.

### 3.7 SALVAGE

- A. Removed and salvaged items: Comply with the following.
  1. Clean salvaged items.
  2. Pack or crate items after cleaning. Identify contents of containers.
  3. Store items in a secure area until delivery to Owner.
  4. Protect items from damage during transport and storage.
- B. Removed and reinstalled items: Comply with the following.
  1. Clean and repair items to functional condition adequate for intended reuse. Paint equipment to match new equipment.
  2. Pack or crate items after cleaning and repairing. Identify contents of containers.
  3. Protect items from damage during transport and storage.
  4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
- C. Existing items to remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

### 3.8 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.
- B. Burning: Do not burn demolished materials.
- C. Burning: Burning of demolished materials will be permitted only at designated areas on Owner's property, providing required permits are obtained. Provide full-time monitoring for burning materials until fires are extinguished.
- D. Disposal: Transport demolished materials and dispose of at designated spoil areas on Owner's property.
- E. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

### 3.9 SELECTIVE DEMOLITION SCHEDULE

#### A. Existing items to be removed and reinstalled:

1. Millwork, including stone countertops.
2. Steel doors and frames and wood doors.
3. Pass-thru lockers.

#### END OF SECTION

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